



[CITY OF]

OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 2
Council Chambers, City Hall

January 17, 2023
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Roe, Galloway, McAntire, Hull, Pope and Mayor Johnson.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 1 on January 3, 2023 as presented.
2. Acknowledge October and November financial statements and payment of bills as submitted by the Finance Department.
3. Approve the Proclamation for the month of January 2023 as Slavery and Human Trafficking Prevention Month.
4. Approve a one-year lease Agreement with Heartland Aviation, LLC for the use of a rental aircraft for flight instruction at the Ottumwa Regional Airport.
5. Approve a one-year lease Agreement with Erhardt Industries, LLC for the use of a rental aircraft for flight instruction at the Ottumwa Regional Airport.
6. Approve engine repair of Unit #129, a 2014 International 7300 Snowplow, at O'Halloran International for a maximum cost of \$28,882.10.
7. Resolution No. 5-2023, setting February 7, 2023 as the date of a public hearing for the consideration of the Maximum Property Tax Dollars for the City's proposed FY24 Budget.
8. Resolution No. 13-2023, directing Alliant Energy to revise the lighting system on existing dedicated structure located in the 1300 block of East Court Street.
9. Beer and/or liquor applications for: Fareway Stores, Inc., 1325 Albia Rd.; Recovery Room, 2258 W. Second St.; Dollar General Store #7179, 721 N. Quincy Ave.; Dollar General Store #2898, 921 E. Main St.; Hy-Vee Wine & Spirits, 2453 N. Court; Hy-Vee Fast & Fresh, 1027 N. Quincy Ave.; Hy-Vee Fast & Fresh, 2457 N. Court St.; Ottumwa Golf & Social Club, with Outdoor Service Area, 304 E. Golf Ave.; Cedar Creek Golf Course with Outdoor Service Area, 13120 Angle Rd.; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

All items on this agenda are subject to discussion and/or action.

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Albia Road North Quincy Avenue Roundabout Project.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 8-2023, approving the plans, specifications, form of contract and estimated cost for the Albia Road North Quincy Avenue Roundabout Project.

RECOMMENDATION: Pass and adopt Resolution No. 8-2023.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Lake Road Culvert Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 9-2023, approving the plans, specifications, form of contract and estimated cost for the Lake Road Culvert Project.

RECOMMENDATION: Pass and adopt Resolution No. 9-2023.

3. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Green Street Sewer Improvement Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 10-2023, approving the plans, specifications, form of contract and estimated cost for the Green Street Sewer Improvement Project.

RECOMMENDATION: Pass and adopt Resolution No. 10-2023.

4. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Sycamore (Greater Ottumwa) Park Tennis Phase One Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 15-2023, approving the plans, specifications, form of contract and estimated cost for the Sycamore (Greater Ottumwa) Park Tennis Phase One Project.

RECOMMENDATION: Pass and adopt Resolution No. 15-2023.

G. ORDINANCES:

H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:

1. Ottumwa Police Department dual purpose Police dogs, training and equipment to implement K-9 services.

RECOMMENDATION: Approve the contract for the purchase of 2 dual purpose Police Dogs, training for 2 assigned Officers, Police emergency vehicle equipment, canine transport/care equipment, Officer equipment/uniforms and installation for 2 current Police Utility vehicles.

I. RESOLUTIONS:

1. Resolution No. 7-2023, approving the City portion of maintenance costs related to elevator at the Law Enforcement Center.

RECOMMENDATION: Pass and adopt Resolution No. 7-2023.

2. Resolution No. 11-2023, authorizing the Mayor to execute one (1) Permanent Easement and four (4) Temporary Construction Easement Agreements for Construction and Maintenance of Public Improvements for the CSO Phase 8, Division 1, East of Iowa Avenue Sewer Separation Project.

RECOMMENDATION: Pass and adopt Resolution No. 11-2023.

3. Resolution No. 12-2023, approving Change Order No. 6 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 12-2023.

4. Resolution No. 14-2023, approving an Agreement with Interstate Power and Light Company (a/k/a Alliant Energy) for Facilities Restoration and Planned Services.

RECOMMENDATION: Pass and adopt Resolution No. 14-2023.

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

***** It is the goal of the City of Ottumwa that all City Council public meetings are accessible to people with disabilities. If you need assistance in participating in City Council meetings due to a disability as defined under the ADA, please call the City Clerk's Office at (641) 683-0621 at least one (1) business day prior to the scheduled meeting to request an accommodation. *****



[CITY OF]

OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 1/13/2023 TIME: 11:00 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #2 to be held on 1/17/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 2631
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 916606271885
916416823269
ERROR 916416847834
916416828482

KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



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JOB NO. 2631
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ST. TIME 01/13 11:05
SHEETS 4
FILE NAME
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TRANSACTION OK 916606271885
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ERROR 916416847834
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MEMO: Tentative Agenda for the Regular City Council Meeting #2 to be held on 1/17/2023 at 5:30 P.M.

OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

REGULAR MEETING NO. 1
Council Chambers, City Hall

January 3, 2023
5:30 O'Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Roe, Galloway, McAntire, Hull and Mayor Johnson.
Council Member Pope was absent.

Roe moved, seconded by Galloway to approve consent agenda items: Mins. from Regular Mtg. No. 35 on Dec. 20, 2022 as presented; Ack. June, July, Aug., and Sept. financial stmts. and pymt. of bills as submitted by Finance Dept.; Res. No. 3-2023, setting Jan. 17, 2023 as the date for a public hearing approving Plans, Specs., Form of Contract and Est. Cost for Greater Ottumwa Park Tennis Ph. One Project; Beer and/or liquor applications for: La Guadalupana, 301 Church St.; Iowa Liquor & Tobacco, 1021 E. Main; Hy-Vee Food Store No. 1, 1025 N. Quincy; all applications pending final inspections. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by McAntire to approve the agenda as presented. Motion carried 4-1. Absent: Pope.

City Admin. Rath did not have a written report for council, but did want to congratulate them on reaching one yr. anniversary.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. There were none.

Roe moved, seconded by McAntire that Res. No. 1-2023, adopting the Greater Ottumwa Park Master Plan, be passed and adopted. Comm. Dev. Dir. Simonson reported this resolution is the culmination of a year-long project to develop a master plan for Greater Ottumwa Park. The 300 acre park in the heart of Ottumwa is the jewel of the parks system and an unparalleled opportunity to improve quality of life and recreation amenities for Ottumwa residents. This planning effort involved four public mtgs., ten stakeholder focus group mtgs., and survey participation by 534 members of the community. The plan includes an opinion of probable costs; total for all proposed and explored improvements would be just under \$77 Million. This will help us set priorities and begin to reach the most important and achievable projects. This master plan should be seen as a ten to twenty-yr. plan to complete all elements and a roadmap to keeping and sustaining progress over a long duration. Benjamin Boyd, Project Mgr. and Landscape Architect with Design Workshop, presented on the Master Plan. The process to develop this plan started with a robust inventory of the park, the riverfront and surrounding neighborhoods, followed by an open public design process. The design team worked with the City of Ottumwa, Legacy Foundation, Ottumwa Schools and other stakeholders to develop Critical Success Factors that speak to the goals of future development of the park. These CSR's include: create a long term vision for the park, get people talking and working together, engage the entire community, develop phasing priorities (road map), identify funding sources, connect the City to the park, implement the plan & build momentum. The overall master planning process was divided into five phases: Inventory, Discussion & Feedback, Testing, Design, Implementation. The purpose of the Master Plan is to create a phased, action-ready plan to transform Greater Ottumwa Park that will expand the park's capacity as a destination for sports tourism events and tournaments and improve internal linkages between the park's quadrants and external connections to the surrounding community. The study area for Greater Ottumwa Park comprises four zones: A – active recreation focus, soccer; B – active recreation focus, tennis, SportsPlex and The Beach; C – passive recreation focus, camping, amphitheater, botanical garden; D – active recreation focus.

baseball and softball. Additional items discussed included parking and location of proposed amphitheater. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by Roe that Res. No. 2-2023, awarding contract for mowing and nuisance clean-up services to J&J Mowing, be passed and adopted. Simonson reported, following termination of the contract with previous mowing services contract, the city released RFP to locate a new contractor. Two proposals were rec'd and opened 12/9/22. This approves contract for services beginning 2023 through 2027 unless terminated earlier. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by McAntire that Res. No. 4-2023, approving the replacement of Flyght Model 3152.181-6359 Wastewater Pump for \$29,858 for WPCF, be passed and adopted. PW Dir. Seals reported the difference in replacing the unit or repairing is \$2,712. Recommend replacing this pump rather than repairing. Motion carried 4-1. Absent: Pope.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Bob Reynolds discussed derelict property at 556 S. Ward that needs addressed and Yasfir Torres shared his thoughts about wanting to see the city cont. to change and get better. Mr. Torres wants to attend more mtgs. and garner knowledge about what is going on in the city so he can help it grow and prosper; get more involved.

There being no further business, Roe moved, seconded by Galloway that the mtg. adjourn. Motion carried 4-1. Absent: Pope.

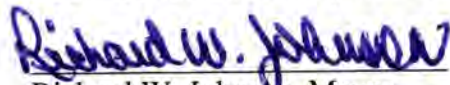
Adjournment was at 6:38 P.M.



ATTEST


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 1/12/2023.

Item No. B.-2.

**CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
OCTOBER, 2022**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS
TOTALS FOR FUND 001	GENERAL OPER	1,549,684.00	2,075,845.77	1,293,094.99
TOTALS FOR FUND 002	PARKING RAMP	46,324.39	2,624.00	510.00
TOTALS FOR FUND 003	GENERAL-ARPA	3,081,458.10		
TOTALS FOR FUND 110	ROAD USE TAX	5,500,249.48	295,123.42	347,275.48
TOTALS FOR FUND 112	EMPLOYEE BEN	2,369,064.28	1,517,259.57	
TOTALS FOR FUND 119	EMERGENCY FU	29,255.49	55,350.76	
TOTALS FOR FUND 121	SALES TAX 1%	7,543,545.08	73,834.04	
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	-608,852.11	394,403.82	9,784.50
TOTALS FOR FUND 126	AIRPORT TIF	-30,769.44	124,336.63	
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	25,531.83	65,903.17	
TOTALS FOR FUND 129	RISK MANAGEM	608,295.77	164,726.21	53,340.84
TOTALS FOR FUND 131	AIRPORT FUND	255,086.96	108,163.05	169,577.06
TOTALS FOR FUND 133	LIBRARY FUND	121,489.71	76,462.62	61,787.11
TOTALS FOR FUND 135	CEMETERY FUN	-35,363.86	5,606.99	27,467.86
TOTALS FOR FUND 137	HAZ-MAT FUND	157,892.92	29,949.44	7,709.30
TOTALS FOR FUND 141	2023 UPPER S	305,678.12		50,406.24
TOTALS FOR FUND 142	HOAP/HILP ES			
TOTALS FOR FUND 143	EPA BROWNFIE			
TOTALS FOR FUND 144	2013 CDBG HO			
TOTALS FOR FUND 145	DOWNTOWN REV			
TOTALS FOR FUND 146	DOWNTOWN STR	142,220.06		
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	2,675,409.35	10,166.00	146,487.28
TOTALS FOR FUND 162	SSMID DISTRI	51,583.89	5,923.34	
TOTALS FOR FUND 167	FIRE BEQUEST	13,988.30	387.00	387.00
TOTALS FOR FUND 169	START UP/DON	-165.20		
TOTALS FOR FUND 171	RETIREE HEAL	106.32		1,804.49
TOTALS FOR FUND 173	LIBRARY BEQU	84,106.40	17,471.13	12,777.40
TOTALS FOR FUND 174	COMMUNITY DE	927,653.15	25.00	
TOTALS FOR FUND 175	POLICE BEQUE	200,345.89	1,000.00	224.82
TOTALS FOR FUND 177	HISTORIC PRE	1,446.09		
TOTALS FOR FUND 200	DEBT SERVICE	987,740.06	942,326.03	
TOTALS FOR FUND 301	STREET PROJE	1,928,390.83		52,331.20
TOTALS FOR FUND 303	AIRPORT PROJ	367,110.02		8,407.46
TOTALS FOR FUND 307	SIDEWALK & C	175,576.53		
TOTALS FOR FUND 309	PARK PROJECT	1,809,329.87	10,000.00	166,422.53
TOTALS FOR FUND 311	LEVEE PROJEC	-141,875.38		666.44
TOTALS FOR FUND 313	EVENT CENTER	1,280,260.29		306.19
TOTALS FOR FUND 315	SEWER CONSTR	5,933,959.78		112,583.64
TOTALS FOR FUND 320	WEST END FLO			
TOTALS FOR FUND 501	CEMETERY MEM	2,713.29		

TOTALS FOR FUND	503	CEMETERY PER	960.00	260.00	960.00
TOTALS FOR FUND	610	SEWER UTILIT	2,352,976.61	632,922.08	229,851.15
TOTALS FOR FUND	611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND	612	STORM WATER			
TOTALS FOR FUND	613	SEWER IMPROV	4,050,000.00		
TOTALS FOR FUND	670	LANDFILL FUN	1,737,964.06	333,072.89	69,359.28
TOTALS FOR FUND	671	LANDFILL RES	1,191,555.00		
TOTALS FOR FUND	673	RECYCLING	446,184.73	13,653.12	46,417.68
TOTALS FOR FUND	690	TRANSIT FUND	633,936.93		1,792.45
TOTALS FOR FUND	695	1015 TRANSIT			
TOTALS FOR FUND	720	BRIDGEVIEW E	69,568.43		91,929.81
TOTALS FOR FUND	750	GOLF COURSE	40,748.62		
TOTALS FOR FUND	810	POOLED INVES	-47,787,750.73	17,302.21	
TOTALS FOR FUND	820	PAYROLL CLEA	400,303.97	444,751.86	541,119.81
TOTALS FOR FUND	840	EQUIPMENT PU	3,084,022.07		137,150.00
TOTALS FOR FUND	860	GROUP HEALTH	6,029,506.98	315,856.14	273,373.72
TOTALS FOR FUND	861	POST 65 RETI	362,501.21	5,319.75	24,361.52
TOTALS FOR FUND	862	DENTAL INSUR	69,448.43	7,715.00	9,706.13
TOTALS FOR FUND	863	LIFE INSURAN	36,132.58	4,206.74	4,102.57
		TOTALS	11,471,157.47	7,751,947.78	3,953,475.95

**City of Ottumwa
Vender Payment Report
October, 2022**

Vendor		Check			
#	Vendor Name	Check #	Date	Amount	Reason
672	ADVANTAGE ARCHIVES, LLC	216165	10/28/2022	1,880.00	LIBRARY MAT.-JAMES ESTA
690	AFLAC	215929	10/7/2022	2,560.32	AFLAC DEDUCTION PAYABL
778	AGRILAND FS, INC.	216018	10/14/2022	4.16	VHCL MTCE SUPPLIES
800	AHLERS & COONEY P.C.	216095	10/21/2022	330.00	CONTRACTUAL SERVICES
815	KATHREEN AICHEM	216096	10/21/2022	50.00	REFUNDS
1304	ALL ROADS TRUCK & TRAILER	216019	10/14/2022	2,434.56	VHCL MTCE SUPPLIES
1700	ALLIANT ENERGY/IPL	215931	10/7/2022	164,560.42	ELECTRIC
2073	BRAYAN MERDIA ALVAREZ	215932	10/7/2022	50.00	REFUNDS
2080	ALTORFER INC.	216166	10/28/2022	1,214.57	VHCL MTCE SUPPLIES
2597	AMERICAN BUSINESS PHONES	216020	10/14/2022	65.00	TELEPHONE/IT
5368	AREA 15 REGIONAL PLANNING	216021	10/14/2022	3,019.36	CONTRACTUAL SERVICES
5603	ASPHALT PAVING	216098	10/21/2022	325.00	TRAVEL & CONFERENCE
5681	ATLANTIC BOTTLING COMPANY	216099	10/21/2022	67.50	CONCESSION - RESALE
5694	AUTOMATIC SYSTEMS CO.	215934	10/7/2022	1,337.50	OTHER MAINT & REPAIR
5700	ATOMIC TERMITE & PEST	216022	10/14/2022	130.00	RAMP MAINT & REPAIR
5860	AUTOZONE INC	216100	10/21/2022	180.59	VHCL MTCE SUPPLIES
5862	AVFUEL CORP	216167	10/28/2022	103,840.18	AVIATION FUEL
6015	BMI AUDIT SERVICES	216102	10/21/2022	841.80	ACCOUNTING & AUDITING
6481	BAILEY OFFICE OUTFITTERS	215937	10/7/2022	715.12	OFFICE SUPPLIES
6748	BAIRD BROS PAINT	216103	10/21/2022	600.00	CAPITAL IMPROVEMENTS
7010	BARCO MUNICIPAL PROD INC	216168	10/28/2022	942.36	STREET MAINT SUPPLIES
7019	BRADLEY T BARNES	215938	10/7/2022	5,967.50	CONTRACTUAL SERVICES
7228	DARREN BATTERSON	216169	10/28/2022	200.00	SUSTENANCE SUPPLIES
9360	BLACK'S TIRE COMPANY LLC	215939	10/7/2022	979.99	VHCL MTCE SUPPLIES
10233	C & C MANUFACTURING, LLC	216023	10/14/2022	134.91	VHCL MTCE SUPPLIES
11492	BRIDGE CITY HOME STORE	215940	10/7/2022	749.00	SUSTENANCE SUPPLIES
11495	BRIDGE CITY TRUCK REPAIR	216024	10/14/2022	29.97	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	216170	10/28/2022	153,544.15	SANITATION
11506	BRIDGE VIEW CENTER	215942	10/7/2022	93,536.21	MANAGEMENT SERVICES
12049	CRAIG BROWN	216105	10/21/2022	180.00	SUSTENANCE SUPPLIES
12500	BUB'S TREE CARE	215943	10/7/2022	9,450.00	TREE TRIMMING
12971	PHILLIP BURGMEIER	216027	10/14/2022	24.00	TRAVEL & CONFERENCE
13646	CALHOUN-BURNS & ASSOC INC	216172	10/28/2022	1,470.00	ENGINEERING
14317	CAPITAL ONE	215944	10/7/2022	149.20	PROGRAM SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	215945	10/7/2022	805.95	STREET MAINT SUPPLIES
15788	CATERPILLAR GLOBAL SERVIC	216107	10/21/2022	3,634.70	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	216108	10/21/2022	217.30	MISCELLANEOUS
16402	CENTURYLINK	216110	10/21/2022	4,468.32	TELEPHONE/IT
16403	CENTURYLINK	216029	10/14/2022	189.27	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	215948	10/7/2022	58,927.51	CONTRACTUAL SERVICES
17825	CITY OF OTTUMWA, CEMETERY	215949	10/7/2022	960.00	CASH INVESTED PASSBK S
17945	CIVICPLUS	216219	10/28/2022	2,507.50	ADVERT/LEGAL PUBL
18379	CLEMONS INC OF OTTUMWA	216030	10/14/2022	426.54	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	216173	10/28/2022	65.90	TECHNOLOGY SERVICES
18936	BRANDON COFFMAN	216032	10/14/2022	80.90	SUSTENANCE SUPPLIES
18980	COLLECTION SERVICES	216174	10/28/2022	5,450.60	CHILD SUPPORT PAYABLE
21825	CREDIT UNION	216175	10/28/2022	34,300.04	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	216111	10/21/2022	75.69	OPERATING SUPPLIES
22457	DC CONCRETE & CONST. LLC	215950	10/7/2022	10,000.00	CONTRACTUAL SERVICES

22608	DANI'S AUTO SUPPLY LLC	216112	10/21/2022	981.51	GROUNDS MAINT & REPAIR
24375	DESIGN WORKSHOP, INC	216113	10/21/2022	54,631.85	COMPREHENSIVE PLAN
24928	DINGES FIRE COMPANY	216114	10/21/2022	199.96	SUSTENANCE SUPPLIES
24932	DIG N DOZE,LLC	216035	10/14/2022	1,036.74	CONTRACTUAL SERVICES
25390	ADVANTAGE ADMINISTRATORS	216177	10/28/2022	3,351.12	R.D. DRENKOW/FLEX PAY
25542	MICHELLE DUKER	216178	10/28/2022	12.00	TRAVEL & CONFERENCE
25593	DXP ENTERPRISES, INC.	216037	10/14/2022	69.14	VHCL MTCE SUPPLIES
26050	EARL MAY SEED & NURSERY	216179	10/28/2022	384.88	STREET MAINT SUPPLIES
27010	CONSOLIDATED ELECTRICAL	216115	10/21/2022	215.10	STREET MAINT SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	216038	10/14/2022	7,622.82	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	216116	10/21/2022	802.89	VHCL-FUEL
27552	EMPOWER RETIREMENT	216180	10/28/2022	700.00	HARTFORD DEF COMP PAY.
27789	ENVIRONMENTAL EDGE	216041	10/14/2022	23,500.00	CONTRACTUAL SERVICES
27823	ERHARDT, CLAYTON	215951	10/7/2022	1,680.00	RENTS & LEASES
28208	EUROFINS ENVIRONMENT	216042	10/14/2022	7,523.02	ENGINEERING
28449	EVORA CONSULTING, LTD	216043	10/14/2022	7,776.25	ENGINEERING
28619	EZ-LINER	215952	10/7/2022	104.86	STREET MAINT SUPPLIES
28790	F & W SERVICE COMPANY, IN	215953	10/7/2022	743.00	SUSTENANCE SUPPLIES
29090	FAMILY ANIMAL CARE	216044	10/14/2022	2,129.00	OTHER PROF SERV
29260	FARM & HOME PUB	215954	10/7/2022	205.00	LIBRARY MAT.-JAMES ESTA
29300	FASTENAL COMPANY	216118	10/21/2022	624.83	TOOLS & SMALL EQUIP
29829	FIDELITY SECURITY LIFE	216181	10/28/2022	2,493.72	AVESIS PAYABLE
31302A	FRASE COMPANY LUMBER	215955	10/7/2022	9.19	OPERATING SUPPLIES
31459	GRP & ASSOCIATES	216182	10/28/2022	52.00	HAZARDOUS WASTE DISPO
31688	CARA GALLOWAY	215956	10/7/2022	143.75	TRAVEL & CONFERENCE
31797	GARDEN & ASSOCIATES LTD	216183	10/28/2022	6,408.54	MISCELLANEOUS
32375	GEE ASPHALT SYSTEMS INC	215957	10/7/2022	104,038.77	STREET MAINT
32783	DALLAS GLICK	216045	10/14/2022	227.50	TRAVEL & CONFERENCE
33164	GOVHR USA LLC	215958	10/7/2022	6,830.25	OTHER PROF SERV
33385	GRAINGER	215959	10/7/2022	55.64	TOOLS & SMALL EQUIP
33648	GREATER OTTUMWA PARTNERS	215960	10/7/2022	10,300.00	CONTRACTUAL SERVICES
33721	GREINER IMPLEMENT CO INC	216119	10/21/2022	137,150.00	OTHER CAPITAL EQUIP
34659	HAINES AUTO SUPPLY, INC.	216047	10/14/2022	5.56	VHCL MTCE SUPPLIES
35291	HANK HARPER	216184	10/28/2022	129.99	SUSTENANCE SUPPLIES
35430	HARRISON MORELAND WEBBER	215961	10/7/2022	200.00	MISCELLANEOUS
35430B	HARRISON, MORELAND, WEBBER	216120	10/21/2022	950.00	TRAINING
36077	HAWKEYE COMMUNITY COLLEGE	215962	10/7/2022	400.00	TRAINING
36302	HEARTLAND HUMANE SOCIETY	215963	10/7/2022	580.00	DOG LICENSES
37476	HILL PRODUCTIONS & MEDIA	216048	10/14/2022	74.00	ADVERT/LEGAL PUBL
38147	THE HOME CITY ICE CO	216049	10/14/2022	175.00	OPERATING SUPPLIES
39185	HUMANA INSURANCE CO	216185	10/28/2022	24,361.52	MEDICARE PREMIUMS
39186	RUSS HULL	215964	10/7/2022	143.75	TRAVEL & CONFERENCE
39438	HY-VEE ACCOUNTS RECEIVABL	216121	10/21/2022	124.36	EMS SUPPLIES
40019	IAWEA	215965	10/7/2022	100.00	TRAINING
40320	IOWA DEPT/TRANSPORTATION	216187	10/28/2022	326.88	OPERATING SUPPLIES
41505A	IMWCA	215966	10/7/2022	40,258.90	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	215967	10/7/2022	1,594.41	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	216051	10/14/2022	148.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	216052	10/14/2022	234.00	EMPLOYEE PHYSICALS/TES
42090	INFOMAX OFF SYSTEMS INC	216053	10/14/2022	2,398.67	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	216188	10/28/2022	4,639.36	LIBRARY MAT.-JAMES ESTA
43280	INTOXIMETERS INC	216189	10/28/2022	125.00	TOOLS & SMALL EQUIP
43290	IAMU	215969	10/7/2022	1,210.00	TRAINING
43501	IA DEPT OF TRANSPORTATION	216055	10/14/2022	480.00	TRAINING
43547	IOWA DIVISION OF LABOR	215970	10/7/2022	310.00	OTHER PROF SERV

43550 IOWA DIVISION OF LABOR	215971	10/7/2022	175.00	BLDG MAINT & REPAIR
43562 IOWA FENCE INC	216056	10/14/2022	28,250.00	WEED MOWING
43848 IOWA INDIVIDUAL HEALTH	215973	10/7/2022	4,877.00	MISCELLANEOUS
43880A IA LAW ENFORCEMENT ACADEM	216126	10/21/2022	200.00	OTHER PROF SERV
43999 IOWA ONE CALL	216057	10/14/2022	334.80	TELEPHONE/IT
44259 IOWA TIRE SALES COMPANY	216190	10/28/2022	2,250.00	VHCL MTCE SUPPLIES
45974 JOHN DEERE FINANCIAL	216191	10/28/2022	493.87	GROUNDS MAINT & REPAIR
46199 RICK JOHNSON	215974	10/7/2022	143.75	TRAVEL & CONFERENCE
47242 JUMPING JIMS PARTY RENTAL	216058	10/14/2022	300.00	MISCELLANEOUS
47993 SAMANTHA KEITH	216192	10/28/2022	117.50	TRAVEL & CONFERENCE
48798 KIECK'S CAREER APPAREL	216059	10/14/2022	1,189.35	OPERATING SUPPLIES
49042 KIRKHAM MICHAEL	216060	10/14/2022	15,807.46	INFRASTRUCTURE
49050 KAROL KIRKPATRICK	215976	10/7/2022	150.00	MERCHANDISE - RESALE
49206 KLODT DOOR SERVICE LLC	216193	10/28/2022	929.37	GROUNDS MAINT & REPAIR
49208 KLIMA ENTERPRISES	216128	10/21/2022	1,528.64	TOOLS & SMALL EQUIP
49687 KOHL WHOLESALE	216194	10/28/2022	519.60	OPERATING SUPPLIES
49804D KRONOS, A UKG COMPANY	216129	10/21/2022	17,571.53	CONTRACTUAL SERVICES
51968 LIBERTY TIRE	216130	10/21/2022	2,611.27	TIRE DISPOSAL
51969 LIBERTY TIRE SERVICES LLC	215978	10/7/2022	4,220.21	TIRE DISPOSAL
51985 LIBRARY FURNITURE INTL.	216077	10/14/2022	2,092.13	SMALL OFFICE EQUIP
52736 LOGAN LAWN CARE, LLC	216078	10/14/2022	783.05	GROUNDS MAINT & REPAIR
52990 LOKTRONICS SECURITY CORP	216131	10/21/2022	853.89	OPERATING SUPPLIES
54187 MAIN STREET OTTUMWA	215980	10/7/2022	9,784.50	DOWNTOWN MAINTENANCE
54390 MANATT'S INC	216132	10/21/2022	7,174.80	STREET MAINT SUPPLIES
54531 MARCO TECHNOLOGIES, LLC	215982	10/7/2022	2,249.98	CAPITAL IMPROVEMENTS
55307 MAST OVERHEAD DOORS INC	216133	10/21/2022	231.18	VHCL MTCE SUPPLIES
55532 LINDA BETSINGER MCCANN	216134	10/21/2022	100.00	PROGRAM SUPPLIES
57367 MEDIACOM	216196	10/28/2022	427.96	OPERATING SUPPLIES
57385 MENARDS	216062	10/14/2022	2,437.75	OPERATING SUPPLIES
57518 SYMETRA LIFE INSURANCE CO	215984	10/7/2022	4,102.57	GROUP LIFE PREMIUMS
57959 METAL CRAFT ID PLATES & L	216080	10/14/2022	844.19	STREET MAINT SUPPLIES
58480 MICROBAC LABORATORIES INC	215985	10/7/2022	729.75	LAB SUPPLIES
58500 MIDAMERICAN ENERGY CO	216082	10/14/2022	3,087.05	NATURAL GAS
59317 MIDWEST INJECTION, INC.	215986	10/7/2022	4,565.99	SLUDGE HAULING
59382 MIDWEST TAPE	216197	10/28/2022	247.38	LIBRARY MAT.-JAMES ESTA
60097 TONY MILLER	216137	10/21/2022	152.87	TRAVEL & CONFERENCE
60299 MISSIONSQUARE	216198	10/28/2022	2,276.92	ICMA DEF COMP PAYABLE
60780 MOBILE LOCKSMITH & ALARM,	216199	10/28/2022	6.00	BUILDING MAINTENANCE RI
60788 MOBOTREX	216083	10/14/2022	25,000.00	OTHER SMALL CAPITAL
61785 MOTION INDUSTRIES	215988	10/7/2022	238.14	VHCL MTCE SUPPLIES
62541 STEVE MUNDELL CONSTRUCTIO	216200	10/28/2022	2,510.00	VHCL MTCE SUPPLIES
62580 MUNICIPAL PIPE TOOL CO LL	216201	10/28/2022	208.53	VHCL MTCE SUPPLIES
63055 RAY NATERA	216202	10/28/2022	2,500.00	CONTRACTUAL SERVICES
64677 NEAPOLITAN LABS LLC	215989	10/7/2022	125.00	TECHNOLOGY SERVICES
64804 JILL NELSON	216203	10/28/2022	150.00	REFUNDS
65617 WASEEM NISAR	215990	10/7/2022	272.34	TRAVEL & CONFERENCE
66001 NORRIS ASPHALT PAVING INC	215991	10/7/2022	3,067.71	STREET MAINT SUPPLIES
66561 OFFICIAL PEST CONTROL	216084	10/14/2022	55.00	SUSTENANCE SUPPLIES
66727 OKTOBERFEST COMMITTEE	215992	10/7/2022	100.00	REFUNDS
66730 OHARA HARDWARE	216065	10/14/2022	502.30	CONTRACTUAL SERVICES
67058 ONSITE SERVICE SOLUTIONS	216085	10/14/2022	4,350.00	CONTRACTUAL SERVICES
67098 O'REILLY AUTOMOTIVE	216139	10/21/2022	1,383.73	VHCL MTCE SUPPLIES
67106 OPG-3, INC.	216140	10/21/2022	62,750.00	TECHNOLOGY SERVICES
68192 OTTUMWA FIBER LLC	215994	10/7/2022	150.00	TECHNOLOGY SERVICES
68560 OTTUMWA PRINTING, INC.	216141	10/21/2022	2,395.83	PRINTING

68660 OTTUMWA TELEPHONE SERVICE	216204	10/28/2022	95.00 MISC CONTRACT WORK
69040 OTTUMWA WATER AND HYDRO	215995	10/7/2022	11,939.37 BILLING FEES-WW
69688 DIXIE L PARKER	216086	10/14/2022	1,600.00 JANITORIAL
71186 PERMACARD	215996	10/7/2022	1,152.54 OPERATING SUPPLIES
72879 POLK COUNTY SHERIFF	216066	10/14/2022	534.12
72882 POLK CITY DIRECTORIES	216142	10/21/2022	740.00 LIBRARY MAT.-JAMES ESTA
72888 BRITTANEY PONCE	216206	10/28/2022	12.00 TRAVEL & CONFERENCE
73125 POSTMASTER (CEMETERY)	216143	10/21/2022	60.00 POSTAGE & SHIPPING
73926 PRODUCTIVITY PLUS ACCOUNT	215997	10/7/2022	1,567.25 VHCL MTCE SUPPLIES
73971 PROFESSIONAL JANITORIAL	215998	10/7/2022	2,100.00 JANITORIAL
74626 QUALITY SERVICES CORP	216087	10/14/2022	1,114.90 VHCL MTCE SUPPLIES
74955 RACOM CORPORATION	216207	10/28/2022	1,080.41 OFFICE/COMP. EQUIP MAIN
75152 PHILIP RATH	215999	10/7/2022	50.07 TRAVEL & CONFERENCE
75902 RECREONICS CORPORATION	216088	10/14/2022	441.70 EQUIP REPAIR
76296 CHRISTINA REINHARD	216209	10/28/2022	106.13 TRAVEL & CONFERENCE
77203 RG CONSTRUCTION, LLC	216000	10/7/2022	156,561.25 CONTRACTUAL SERVICES
77466 ROCHESTER ARMORED CAR	216145	10/21/2022	463.31 OTHER PROF SERV
77517 MARC ROE	216146	10/21/2022	143.75 TRAVEL & CONFERENCE
77798 ROSENBAUER AERIALS, LLC	216089	10/14/2022	2,819.78 VHCL MTCE SUPPLIES
78105 ROYAL PORTABLE TOILETS	216001	10/7/2022	330.48 OPERATING SUPPLIES
78279 S & L ALL SEASON	216002	10/7/2022	619.87 EQUIP REPAIR
78718 SANDRY FIRE SUPPLY LLC	216149	10/21/2022	420.70 OTHER SMALL CAPITAL
79199 SCHAUS-VORHIES MFG. INC.	216150	10/21/2022	13,450.00 MISCELLANEOUS
79358 SCHUMACHER ELEVATOR CO	216151	10/21/2022	513.66 BLDG MAINT & REPAIR
79970 LARRY SEALS	216068	10/14/2022	19.69 TRAVEL & CONFERENCE
80050 SECRETARY OF STATE	216210	10/28/2022	30.00 DUES & MEMBERSHIPS
81372 SHIVE-HATTERY ENGINEERS	216152	10/21/2022	33,330.12 ENGINEERING
82128 CAROL SIMS	216153	10/21/2022	35.00 REFUNDS
82136 SINCLAIR NAPA	216069	10/14/2022	635.99 TOOLS & SMALL EQUIP
82416 SMITH AND SON	216154	10/21/2022	388.00 VHCL MTCE SUPPLIES
82963 SMITH MILLS SCHROCK	216155	10/21/2022	2,396.50 LEGAL FEES
83100A SNAP-ON-TOOLS	216003	10/7/2022	560.01 TOOLS & SMALL EQUIP
83880 SOUTHERN IOWA DIESEL, INC	216156	10/21/2022	317.37 VHCL MTCE SUPPLIES
83920 SOUTHERN IOWA ELECTRIC	216157	10/21/2022	76.93 ELECTRIC
83928 SOUTHERN IOWA MENTAL HEAL	216091	10/14/2022	100.00 REFUNDS
86196 THE STITCH DOCTOR	216211	10/28/2022	516.83 OPERATING SUPPLIES
86659 SUEZ	216005	10/7/2022	748.51 OPERATING SUPPLIES
86704 SUMMIT FIRE PROTECTION CO	216212	10/28/2022	84.00 EQUIP REPAIR
86970 SUPREME STAFFING INC	216158	10/21/2022	30,485.84 CONTRACTUAL SERVICES
87750 TARGETSOLUTIONS LEARNING	216220	10/28/2022	3,454.10 SUSTENANCE SUPPLIES
88000 TEAMSTER LOCAL UNION 238	216214	10/28/2022	1,377.84 POLICE UNION DUES PAYAE
88697 THUMBS UP GIFTS & AWARDS	216007	10/7/2022	100.00 MISCELLANEOUS
88869 TIM HILDRETH CO. INC.	216215	10/28/2022	667.67 BLDG MAINT & REPAIR
89301 TRANSUNION RISK &	216008	10/7/2022	1,440.00 TECHNOLOGY SERVICES
89855 TRUITT ABSTRACT COMPANY	216159	10/21/2022	1,540.00 CONTRACTUAL SERVICES
90846 UPS	216093	10/14/2022	18.52 POSTAGE & SHIPPING
92555 THE VAN METER COMPANY	216010	10/7/2022	893.68 OPERATING SUPPLIES
92640 VAUGHN AUTOMOTIVE	216094	10/14/2022	12.12 VHCL MTCE SUPPLIES
92648 VEENSTRA & KIMM INC	216217	10/28/2022	100,435.84 MISCELLANEOUS
93830 JACKIE WALLACE	216012	10/7/2022	27.00 OTHER PROF SERV
94635 WAPELLO COUNTY EXTENSION	216013	10/7/2022	35.00 TRAINING
94720 WAPELLO COUNTY SHERIFF	216160	10/21/2022	10,446.99 NATURAL GAS
94721 WAPELLO CO SHERIFF'S OFFI	216014	10/7/2022	2,522.70 DRUG TASK FORCE GRANT
95000 WAPELLO COUNTY UNITED WAY	216218	10/28/2022	14.00 UNITED WAY DED PAYABLE
95120 WAPELLO RURAL WATER ASSC	216015	10/7/2022	38.11 WATER

95368 WAYNE'S TIRE	216070	10/14/2022	266.00	VHCL MTCE SUPPLIES
95611 WELLMARK BC & BS OF IOWA	216072	10/14/2022	278,916.04	GROUP HEALTH CLAIMS
96741 WILCOX EQUIPMENT	216073	10/14/2022	168.22	VHCL MTCE SUPPLIES
96792 WILLET HOFMANN	216074	10/14/2022	638.51	ENGINEERING
97305 WINDSTREAM	216075	10/14/2022	96.90	TELEPHONE/IT
97306 WINDSTREAM ENTERPRISE	216016	10/7/2022	1,534.21	TELEPHONE/IT
97320 WINGER COMPANIES	216017	10/7/2022	3,499.45	OPERATING SUPPLIES
97334 WINN CORP	216076	10/14/2022	3,890.67	STREET MAINT SUPPLIES
97577 WOODRIVER ENERGY LLC	216221	10/28/2022	3,962.76	NATURAL GAS
98322 DAVID L YEAGER	216164	10/21/2022	118.63	TRAVEL & CONFERENCE
ACH Federal Document Management System		10/3/2022	90.00	Credit Card Leases
ACH Bankcard		10/3/2022	44.95	Credit Card Fees
ACH Nationwide Payments		10/4/2022	1,435.00	NRS Payment
ACH IRS		10/5/2022	8,798.84	FICA Withholding
ACH Federal Document Management System		10/7/2022	32.10	Credit Card Leases
ACH Commercial Card Payment		10/11/2022	53,636.10	Purchasing Card
ACH IRS		10/12/2022	79,521.25	941 Withholding
ACH State of IA		10/12/2022	16,655.19	State Withholding
ACH Bankcard		10/13/2022	283.83	Credit Card Fees
ACH Municipal Fire & Company		10/14/2022	190,846.80	MFPRSI Payment
ACH IPERS Payroll		10/14/2022	109,414.79	IPERS Payment
ACH Nationwide Payments		10/18/2022	1,435.00	NRS Payment
ACH Federal Document Management System		10/25/2022	30.60	Annual Fees
ACH IRS		10/26/2022	78,619.17	941 Withholding
ACH State of IA		10/26/2022	16,555.28	State Withholding
ACH UMB Borp Trust		10/28/2022	229,650.00	Fees
ACH Nationwide Payments		10/31/2022	1,435.00	NRS Payment
			<u>2,554,412.99</u>	

**CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
NOVEMBER, 2022**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD	CASH	CASH
		BALANCE	DEBITS	CREDITS
TOTALS FOR FUND 001	GENERAL OPER	2,332,434.78	653,424.09	1,228,517.59
TOTALS FOR FUND 002	PARKING RAMP	48,438.39	1,322.00	476.67
TOTALS FOR FUND 003	GENERAL-ARPA	3,081,458.10		
TOTALS FOR FUND 110	ROAD USE TAX	5,448,097.42	279,049.26	288,664.91
TOTALS FOR FUND 112	EMPLOYEE BEN	3,886,323.85	341,505.05	
TOTALS FOR FUND 119	EMERGENCY FU	84,606.25	12,458.25	
TOTALS FOR FUND 121	SALES TAX 1%	7,617,379.12		
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	-224,232.79	24,265.51	
TOTALS FOR FUND 126	AIRPORT TIF	93,567.19	7,970.24	
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	91,435.00		
TOTALS FOR FUND 129	RISK MANAGEM	719,681.14	34,611.95	29,263.64
TOTALS FOR FUND 131	AIRPORT FUND	193,672.95	252,595.56	396,773.99
TOTALS FOR FUND 133	LIBRARY FUND	136,165.22	84,120.53	59,435.06
TOTALS FOR FUND 135	CEMETERY FUN	-57,224.73	12,767.00	28,703.57
TOTALS FOR FUND 137	HAZ-MAT FUND	180,133.06		4,438.17
TOTALS FOR FUND 141	2023 UPPER S	255,271.88		
TOTALS FOR FUND 142	HOAP/HILP ES			
TOTALS FOR FUND 143	EPA BROWNFIE			
TOTALS FOR FUND 144	2013 CDBG HO			
TOTALS FOR FUND 145	DOWNTOWN REV			
TOTALS FOR FUND 146	DOWNTOWN STR	142,220.06		
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	2,539,088.07	128,633.34	189,275.50
TOTALS FOR FUND 162	SSMID DISTRI	57,507.23	1,660.23	
TOTALS FOR FUND 167	FIRE BEQUEST	13,988.30		240.00
TOTALS FOR FUND 169	START UP/DON	-165.20		
TOTALS FOR FUND 171	RETIREE HEAL	-1,698.17		
TOTALS FOR FUND 173	LIBRARY BEQU	88,800.13	21,339.75	13,667.27
TOTALS FOR FUND 174	COMMUNITY DE	927,678.15		489,987.00
TOTALS FOR FUND 175	POLICE BEQUE	201,121.07		375.47
TOTALS FOR FUND 177	HISTORIC PRE	1,446.09		
TOTALS FOR FUND 200	DEBT SERVICE	1,930,066.09	203,950.04	191,118.25
TOTALS FOR FUND 301	STREET PROJE	1,876,059.63	183,357.55	191,538.27
TOTALS FOR FUND 303	AIRPORT PROJ	358,702.56		
TOTALS FOR FUND 307	SIDEWALK & C	175,576.53		
TOTALS FOR FUND 309	PARK PROJECT	1,652,907.34		144,472.18
TOTALS FOR FUND 311	LEVEE PROJEC	-142,541.82		5,440.93
TOTALS FOR FUND 313	EVENT CENTER	1,279,954.10		

TOTALS FOR FUND	315	SEWER CONSTR	5,821,376.14		1,142,142.97
TOTALS FOR FUND	320	WEST END FLO			
TOTALS FOR FUND	501	CEMETERY MEM	2,713.29		
TOTALS FOR FUND	503	CEMETERY PER	260.00	910.00	260.00
TOTALS FOR FUND	610	SEWER UTILIT	2,756,047.54	552,283.39	396,391.37
TOTALS FOR FUND	611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND	612	STORM WATER			
TOTALS FOR FUND	613	SEWER IMPROV	4,050,000.00		
TOTALS FOR FUND	670	LANDFILL FUN	2,001,677.67	57,311.88	159,244.59
TOTALS FOR FUND	671	LANDFILL RES	1,191,555.00		
TOTALS FOR FUND	673	RECYCLING	413,420.17	10,232.19	53,131.31
TOTALS FOR FUND	690	TRANSIT FUND	632,144.48	2,000.00	107.94
TOTALS FOR FUND	695	1015 TRANSIT			
TOTALS FOR FUND	720	BRIDGEVIEW E	-22,361.38		
TOTALS FOR FUND	750	GOLF COURSE	40,748.62		
TOTALS FOR FUND	810	POOLED INVES	-47,770,448.52	3,269.87	
TOTALS FOR FUND	820	PAYROLL CLEA	303,936.02	438,682.34	242,887.62
TOTALS FOR FUND	840	EQUIPMENT PU	2,946,872.07	1,325.00	24,916.76
TOTALS FOR FUND	860	GROUP HEALTH	6,071,989.40	311,539.93	
TOTALS FOR FUND	861	POST 65 RETI	343,459.44	9,421.92	
TOTALS FOR FUND	862	DENTAL INSUR	67,457.30	7,680.00	
TOTALS FOR FUND	863	LIFE INSURAN	36,236.75	7,130.46	4,247.11
		TOTALS	15,269,629.30	3,644,817.33	5,285,718.14

**City of Ottumwa
Vender Payment Report
November, 2022**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
690	AFLAC	216291	11/10/2022	1,760.88	AFLAC DEDUCTION PAYABI
778	AGRILAND FS, INC.	216349	11/18/2022	363.42	VHCL MTCE SUPPLIES
800	AHLERS & COONEY P.C.	216292	11/10/2022	18,755.95	LEGAL FEES
1197	MONROE COUNTY NEWS	216350	11/18/2022	55.00	LIBRARY MAT.-JAMES ESTA
1700	ALLIANT ENERGY/IPL	216351	11/18/2022	61,949.81	ELECTRIC
1719	ALLIED SYSTEMS, INC.	216352	11/18/2022	21,631.00	OTHER CAPITAL EQUIP
2080	ALTORFER INC.	216353	11/18/2022	58,669.02	VHCL MTCE SUPPLIES
3641	AMERICAN TRAFFIC SAFETY	216294	11/10/2022	580.50	STREET MAINT SUPPLIES
3643	AMERICAN TEST CENTER	216354	11/18/2022	2,970.00	SUSTENANCE SUPPLIES
5368	AREA 15 REGIONAL PLANNING	216416	11/23/2022	824.58	OTHER PROF SERV
5586	MIKE ASHLOCK	216295	11/10/2022	176.54	SUSTENANCE SUPPLIES
5700	ATOMIC TERMITE & PEST	216296	11/10/2022	130.00	GROUND MAINT & REPAIR
5860	AUTOZONE INC	216355	11/18/2022	180.99	VHCL MTCE SUPPLIES
5862	AVFUEL CORP	216356	11/18/2022	30,057.27	AVIATION FUEL
6481	BAILEY OFFICE OUTFITTERS	216297	11/10/2022	531.81	OFFICE SUPPLIES
7019	BRADLEY T BARNES	216298	11/10/2022	6,893.50	CONTRACTUAL SERVICES
9352	BLACKSTONE PUBLISHING	216357	11/18/2022	300.00	LIBRARY MAT.-JAMES ESTA
9360	BLACK'S TIRE COMPANY LLC	216417	11/23/2022	175.00	VHCL MTCE SUPPLIES
10079	BOUND TREE MEDICAL LLC	216358	11/18/2022	243.11	EMS SUPPLIES
10233	C & C MANUFACTURING, LLC	216359	11/18/2022	446.39	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	216360	11/18/2022	183,485.83	REFUSE HAULING
12500	BUB'S TREE CARE	216300	11/10/2022	6,750.00	TREE TRIMMING
14315	CAPITAL CITY BOILER &	216225	11/4/2022	7,871.00	BUILDING MAINTENANCE R
14317	CAPITAL ONE	216301	11/10/2022	1,129.44	OPERATING SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	216227	11/4/2022	145.74	SEWER/DRAINAGE SUPPLII
15788	CATERPILLAR GLOBAL SERVIC	216362	11/18/2022	4,833.46	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	216228	11/4/2022	102.81	MISCELLANEOUS
16402	CENTURYLINK	216364	11/18/2022	1,851.40	TELEPHONE/IT
16403	CENTURYLINK	216365	11/18/2022	156.00	TELEPHONE/IT
17825	CITY OF OTTUMWA, CEMETERY	216230	11/4/2022	260.00	CASH INVESTED PASSBK S
18373	THE CLEAN SWEEP	216304	11/10/2022	155.26	OPERATING SUPPLIES
18834	COLD SPRING GRANITE COMPA	216305	11/10/2022	375.00	MERCHANDISE - RESALE
18980	COLLECTION SERVICES	216419	11/23/2022	4,786.00	CHILD SUPPORT PAYABLE
20435	CONSOLIDATED PLASTICS CO	216420	11/23/2022	507.00	OPERATING SUPPLIES
21823	CREDIT BUREAU SERVICES	216231	11/4/2022	54.00	POLICE SERVICE FEES
21825	CREDIT UNION	216421	11/23/2022	35,241.42	CREDIT UNION PAYABLE
22277	CURTIS ARCHITECTURE	216232	11/4/2022	41,250.00	CONTRACTUAL SERVICES
22608	DANI'S AUTO SUPPLY LLC	216308	11/10/2022	6.35	VHCL MTCE SUPPLIES
23981	DENEFE,GARDNER & ZINGG,PC	216289	11/8/2022	480,807.00	Depot and Club House Bldg
23985	DENISES ALTERATIONS	216366	11/18/2022	105.00	OPERATING SUPPLIES
24320	DNR	216422	11/23/2022	20,094.90	IDNR SOLID WASTE FEES
24330	DERANS TOWING SERVICE	216423	11/23/2022	600.00	OTHER MAINT & REPAIR
24375	DESIGN WORKSHOP, INC	216367	11/18/2022	13,982.76	COMPREHENSIVE PLAN
24549	DES MOINES REGISTER	216368	11/18/2022	635.04	BOOKS FILMS RECORDING
24928	DINGES FIRE COMPANY	216369	11/18/2022	1,236.62	TOOLS & SMALL EQUIP
25007	DIXONS FLOORS & MORE	216370	11/18/2022	9,358.40	OTHER CAPITAL EQUIP
25390	ADVANTAGE ADMINISTRATORS	216424	11/23/2022	3,351.12	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	216425	11/23/2022	60,862.90	MISCELLANEOUS
25593	DXP ENTERPRISES, INC.	216233	11/4/2022	3,359.43	OPERATING SUPPLIES

26580A EBSCO INFORMATION SERVICE	216371	11/18/2022	5,999.32	LIBRARY MAT.-JAMES ESTA
27280 ELLIOTT OIL COMPANY	216372	11/18/2022	25,891.65	VHCL-FUEL
27294 ELLSWORTH PUBLIC LIBRARY	216234	11/4/2022	12.99	LIBRARY MAT.-JAMES ESTA
27552 EMPOWER RETIREMENT	216426	11/23/2022	700.00	HARTFORD DEF COMP PAY
27789 ENVIRONMENTAL EDGE	216464	11/29/2022	24,675.00	CONTRACTUAL SERVICES
27823 ERHARDT, CLAYTON	216235	11/4/2022	1,180.00	RENTS & LEASES
28167 ESTATE OF ROBERT BOX	216312	11/10/2022	14,922.09	MISCELLANEOUS
28208 EUROFINS ENVIRONMENT	216373	11/18/2022	1,860.66	ENGINEERING
28449 EVORA CONSULTING, LTD	216313	11/10/2022	3,921.50	ENGINEERING
29090 FAMILY ANIMAL CARE	216314	11/10/2022	15.00	OTHER PROF SERV
29630 SONJA FERRELL	216315	11/10/2022	240.31	BLDG MAINT & REPAIR
29750 KEN FESKE	216374	11/18/2022	129.99	SUSTENANCE SUPPLIES
29829 FIDELITY SECURITY LIFE	216428	11/23/2022	2,482.88	AVESIS PAYABLE
30877 FOR SURE ROOFING	216429	11/23/2022	155,755.35	CAPITAL IMPROVEMENTS
32374 ELIZABETH GEE	216236	11/4/2022	12.00	RENTAL PERMITS-UNITS
32375 GEE ASPHALT SYSTEMS INC	216430	11/23/2022	24,382.07	STREET MAINT
33385 GRAINGER	216237	11/4/2022	1,502.27	OPERATING SUPPLIES
33648 GREATER OTTUMWA PARTNERS	216316	11/10/2022	300.00	MISCELLANEOUS
33653 GREGG YOUNG AUTOMOTIVE	216317	11/10/2022	326.93	VHCL MTCE SUPPLIES
33721 GREINER IMPLEMENT CO INC	216375	11/18/2022	129,284.00	OTHER CAPITAL EQUIP
34052 BERT GURNEY & ASSOCIATES,	216431	11/23/2022	12,609.24	OTHER CAPITAL EQUIP
34966 HARDY DIAGNOSTICS	216238	11/4/2022	466.12	LAB SUPPLIES
36074 HAWKEYE ENVIRONMENTAL	216239	11/4/2022	5,700.00	CONTRACTUAL SERVICES
36083 HAWKEYE TRUCK EQUIPMENT	216376	11/18/2022	314.86	VHCL MTCE SUPPLIES
36092 HAWKEYE POLYGRAPH	216377	11/18/2022	350.00	OTHER PROF SERV
36302 HEARTLAND HUMANE SOCIETY	216318	11/10/2022	690.00	OTHER PROF SERV
36850 HELMUTH REPAIR, INC.	216433	11/23/2022	251.28	OPERATING SUPPLIES
37476 HILL PRODUCTIONS & MEDIA	216378	11/18/2022	74.00	ADVERT/LEGAL PUBL
37560 HINDMAN PERSON HEATING	216434	11/23/2022	526.95	OPERATING SUPPLIES
39438 HY-VEE ACCOUNTS RECEIVABL	216379	11/18/2022	113.32	TOOLS & SMALL EQUIP
40125 IDALS	216240	11/4/2022	15.00	PERMITS
41505A IMWCA	216319	11/10/2022	13,576.00	WORKMENS COMPENSATIK
41600 IDEAL READY MIX	216435	11/23/2022	3,396.33	STREET MAINT SUPPLIES
41920A INDUSTRIAL CHEMICAL	216242	11/4/2022	148.00	BUILDING MAINTENANCE R
41925 INDUSTRIAL MEDICINE	216320	11/10/2022	404.00	EMPLOYEE PHYSICALS/TE
42090 INFOMAX OFF SYSTEMS INC	216243	11/4/2022	843.61	CONTRACTUAL SERVICES
42160 INGRAM LIBRARY SERVICES	216321	11/10/2022	2,060.98	LIBRARY MAT.-JAMES ESTA
43265 INTERSTATE BATTERY	216244	11/4/2022	533.80	VHCL MTCE SUPPLIES
43465 IOWA COMMUNITIES ASSURANC	216245	11/4/2022	1,262.48	INSURANCE CLAIMS
43506 IOWA DEPT TRANSPORTATION	216322	11/10/2022	3,298.38	VHCL MTCE SUPPLIES
43547 IOWA DIVISION OF LABOR	216246	11/4/2022	135.00	PERMITS
43569 IOWA FREEDOM OF	216437	11/23/2022	49.85	OFFICE SUPPLIES
43785A IOWA HAZMAT TASK FORCE	216247	11/4/2022	100.00	TRAVEL & CONFERENCE
43999 IOWA ONE CALL	216248	11/4/2022	217.80	TELEPHONE/IT
46694 JONES CONTRACTING CORP	216249	11/4/2022	77,566.21	CONTRACTUAL SERVICES
47180 J PETTIECORD	216250	11/4/2022	24,075.00	CONTRACTUAL SERVICES
47522 KM GUTTERMAN	216251	11/4/2022	1,699.00	OPERATING SUPPLIES
47993 SAMANTHA KEITH	216323	11/10/2022	141.25	BLDG MAINT & REPAIR
48798 KIECK'S CAREER APPAREL	216382	11/18/2022	82.95	TOOLS & SMALL EQUIP
49041 ALLYSON KIRKING-RUSSO	216438	11/23/2022	24.00	BLDG MAINT & REPAIR
49042 KIRKHAM MICHAEL	216439	11/23/2022	3,300.00	ENGINEERING
49206 KLODT DOOR SERVICE LLC	216383	11/18/2022	2,169.17	GROUND MAINT & REPAIR
49697 JEAN MARIE KONRAD	216384	11/18/2022	816.87	CONTRACTUAL SERVICES
49804D KRONOS, A UKG COMPANY	216385	11/18/2022	5,710.09	CONTRACTUAL SERVICES
50457 LACAL EQUIPMENT INC.	216252	11/4/2022	740.88	STREET MAINT SUPPLIES

50620 LANGMAN CONSTRUCTION, INC	216253	11/4/2022	1,137,875.04	UTILITY SYSTEM
50845A DAN LAURSEN EXCAVATING	216326	11/10/2022	38,000.00	CONTRACTUAL SERVICES
51969 LIBERTY TIRE SERVICES LLC	216387	11/18/2022	2,301.33	TIRE DISPOSAL
52096 LIDTKA ESTATES, LLC	216440	11/23/2022	9,180.00	CAPITAL IMPROVEMENTS
52990 LOKTRONICS SECURITY CORP	216441	11/23/2022	237.37	VHCL MTCE SUPPLIES
53691 MACQUEEN EQUIPMENT	216254	11/4/2022	4,087.70	VHCL MTCE SUPPLIES
54390 MANATT'S INC	216442	11/23/2022	2,984.30	STREET MAINT SUPPLIES
54531 MARCO TECHNOLOGIES, LLC	216256	11/4/2022	18,797.50	CAPITAL IMPROVEMENTS
56050 MCCLURE	216443	11/23/2022	20,590.00	ENGINEERING
56163 JASON MCDANIEL	216257	11/4/2022	180.00	SUSTENANCE SUPPLIES
57367 MEDIACOM	216258	11/4/2022	152.14	TELEPHONE/IT
57385 MENARDS	216391	11/18/2022	2,969.16	VHCL MTCE SUPPLIES
57518 SYMETRA LIFE INSURANCE CO	216259	11/4/2022	4,247.11	GROUP LIFE PREMIUMS
57997 METRO WASTE AUTHORITY	216260	11/4/2022	150.00	TRAINING
58480 MICROBAC LABORATORIES INC	216392	11/18/2022	496.75	LAB SUPPLIES
58500 MIDAMERICAN ENERGY CO	216262	11/4/2022	2,485.57	NATURAL GAS
58518 MID-AMERICAN RESEARCH	216394	11/18/2022	502.52	OPERATING SUPPLIES
59350 MIDWEST PANO, LLC	216444	11/23/2022	2,588.40	CONTRACTUAL SERVICES
59382 MIDWEST TAPE	216445	11/23/2022	68.97	LIBRARY MAT.-JAMES ESTA
59746 MIKE'S PARTS & SERVICE	216395	11/18/2022	244.21	OPERATING SUPPLIES
60299 MISSIONSQUARE	216446	11/23/2022	2,276.92	ICMA DEF COMP PAYABLE
60780 MOBILE LOCKSMITH & ALARM,	216330	11/10/2022	171.00	BUILDING MAINTENANCE R
61785 MOTION INDUSTRIES	216396	11/18/2022	13,382.73	OPERATING SUPPLIES
62541 STEVE MUNDELL CONSTRUCTIO	216332	11/10/2022	1,500.00	OPERATING SUPPLIES
62580 MUNICIPAL PIPE TOOL CO LL	216397	11/18/2022	389.97	VHCL MTCE SUPPLIES
62845 MUSCO SPORTS LIGHTING INC	216263	11/4/2022	475.00	GROUNDS MAINT & REPAIR
66001 NORRIS ASPHALT PAVING INC	216398	11/18/2022	6,959.14	STREET MAINT SUPPLIES
66558 OCCUPATIONAL SAFETY SOLUT	216265	11/4/2022	2,150.00	GRANT
66561 OFFICIAL PEST CONTROL	216399	11/18/2022	55.00	SUSTENANCE SUPPLIES
66634 HERB OGDEN	216400	11/18/2022	180.00	TRAINING
66730 OHARA HARDWARE	216348	11/10/2022	1,107.66	TOOLS & SMALL EQUIP
67058 ONSITE SERVICE SOLUTIONS	216266	11/4/2022	4,323.47	CONTRACTUAL SERVICES
67098 O'REILLY AUTOMOTIVE	216334	11/10/2022	650.23	VHCL MTCE SUPPLIES
68560 OTTUMWA PRINTING, INC.	216447	11/23/2022	1,306.00	PRINTING
68575 OTTUMWA RADIATOR SHOP	216448	11/23/2022	75.00	VHCL MTCE SUPPLIES
68576 OTTUMWA RADIO	216402	11/18/2022	199.20	ADVERT/LEGAL PUBL
69040 OTTUMWA WATER AND HYDRO	216267	11/4/2022	11,880.03	WATER
69200A OVERHEAD DOOR COMPANY OF	216268	11/4/2022	1,105.24	OPERATING SUPPLIES
69328 PC INDUSTRIES, LLC	216290	11/8/2022	3,527.10	VHCL MTCE SUPPLIES
69688 DIXIE L PARKER	216335	11/10/2022	1,600.00	JANITORIAL
71925 PHYSICIANS IMMEDIATE CARE	216449	11/23/2022	26.00	EMPLOYEE PHYSICALS/TE
72230 PITNEY BOWES BANK INC	216450	11/23/2022	1,479.44	POSTAGE & SHIPPING
73125 POSTMASTER (CEMETERY)	216403	11/18/2022	60.00	POSTAGE & SHIPPING
73971 PROFESSIONAL JANITORIAL	216269	11/4/2022	2,150.00	JANITORIAL
74626 QUALITY SERVICES CORP	216336	11/10/2022	1,282.82	VHCL MTCE SUPPLIES
74740 RJ PERFORMANCE INC	216270	11/4/2022	5.49	VHCL MTCE SUPPLIES
74955 RACOM CORPORATION	216404	11/18/2022	14,208.46	AUTOMOTIVE EQUIPMENT
74973 TOM REA	216271	11/4/2022	74.89	SUSTENANCE SUPPLIES
75898 RECREONICS, INC.	216451	11/23/2022	71.35	OPERATING SUPPLIES
76105 ROBYN REESE	216272	11/4/2022	1,550.00	GRANT
76393 RETAIL STRATEGIES,LLC	216273	11/4/2022	70,000.00	CONTRACTUAL SERVICES
76998 RIDGWAY ELECTRIC, LLC	216274	11/4/2022	480.44	BLDG MAINT & REPAIR
77203 RG CONSTRUCTION, LLC	216275	11/4/2022	179,233.80	CAPITAL IMPROVEMENTS
77466 ROCHESTER ARMORED CAR	216453	11/23/2022	463.31	OTHER PROF SERV
78105 ROYAL PORTABLE TOILETS	216405	11/18/2022	220.32	OPERATING SUPPLIES

78279 S & L ALL SEASON	216277	11/4/2022	76.98 TOOLS & SMALL EQUIP
78503 JOHN SAMUEL	216278	11/4/2022	35.00 REFUNDS
79358 SCHUMACHER ELEVATOR CO	216406	11/18/2022	513.66 BLDG MAINT & REPAIR
82095 SIM/TECH FILTER	216337	11/10/2022	167.59 LAB SUPPLIES
82134 SINCLAIR BROADCAST GROUP	216338	11/10/2022	765.00 ADVERT/LEGAL PUBL
82135 SINCLAIR TRACTOR	216339	11/10/2022	135.05 VHCL MTCE SUPPLIES
82136 SINCLAIR NAPA	216454	11/23/2022	1,277.52 VHCL MTCE SUPPLIES
83415 ROBIN DA PAZ SORTO	216407	11/18/2022	5.00 MUNICIPAL INFRACTIONS
83920 SOUTHERN IOWA ELECTRIC	216408	11/18/2022	78.07 ELECTRIC
86196 THE STITCH DOCTOR	216340	11/10/2022	23.00 SUSTENANCE SUPPLIES
86970 SUPREME STAFFING INC	216341	11/10/2022	21,667.79 MISC CONTRACT WORK
87466 SYN-TECH SYSTEMS, INC.	216465	11/29/2022	2,988.00 TECHNOLOGY SERVICES
87593 TK CONCRETE	216342	11/10/2022	14,513.61 STREET MAINT
88000 TEAMSTER LOCAL UNION 238	216456	11/23/2022	1,377.84 POLICE UNION DUES PAYA
88697 THUMBS UP GIFTS & AWARDS	216409	11/18/2022	25.00 OPERATING SUPPLIES
88922 CHAD TIMM	216457	11/23/2022	200.00 PROGRAM SUPPLIES
89855 TRUITT ABSTRACT COMPANY	216458	11/23/2022	350.00 CONTRACTUAL SERVICES
92555 THE VAN METER COMPANY	216343	11/10/2022	496.84 TOOLS & SMALL EQUIP
92698 VETTER'S INC-CULLIGAN WAT	216279	11/4/2022	661.98 LAB SUPPLIES
94721 WAPELLO CO SHERIFF'S OFFI	216280	11/4/2022	3,195.42 DRUG TASK FORCE GRANT
95000 WAPELLO COUNTY UNITED WAY	216459	11/23/2022	14.00 UNITED WAY DED PAYABLE
95120 WAPELLO RURAL WATER ASSC	216281	11/4/2022	32.29 WATER
95368 WAYNE'S TIRE	216282	11/4/2022	2,547.28 VHCL MTCE SUPPLIES
95474 WEILER BUILDERS	216283	11/4/2022	6,500.00 BLDG MAINT & REPAIR
95490 WEIGHTS & MEASURES BUREAU	216411	11/18/2022	168.00 PERMITS
96792 WILLETT HOFMANN	216284	11/4/2022	652.41 ENGINEERING
97305 WINDSTREAM	216285	11/4/2022	304.67 TELEPHONE/IT
97306 WINDSTREAM ENTERPRISE	216466	11/29/2022	1,537.98 TELEPHONE/IT
97320 WINGER COMPANIES	216345	11/10/2022	197,040.43 ENGINEERING
97334 WINN CORP	216287	11/4/2022	7,861.73 STREET MAINT SUPPLIES
98820 HEATHER ZUERCHER	216463	11/23/2022	154.79 SUSTENANCE SUPPLIES
ACH IA Dept of Revenue		11/1/2022	2,022.62 Sales Tax
ACH Federal Document Management System		11/2/2022	90.00 Credit Card Leases
ACH Bankcard		11/2/2022	44.95 Credit Card Fees
ACH IRS		11/8/2022	77,984.04 941 Withholding
ACH State of IA		11/8/2022	16,452.46 State Withholding
ACH Commercial Card Payment		11/8/2022	69,861.20 Purchasing Card
ACH Municipal Fire & Company		11/8/2022	124,219.59 MFPRSI Payment
ACH Federal Document Management System		11/8/2022	32.10 Credit Card Leases
ACH Bankcard		11/10/2022	205.76 Credit Card Fees
ACH IPERS Payroll		11/15/2022	3,324.54 IPERS Payment
ACH Nationwide Payments		11/15/2022	1,435.00 NRS Payment
ACH IRS		11/21/2022	78,447.71 941 Withholding
ACH State of IA		11/21/2022	16,577.35 State Withholding
ACH IRS		11/29/2022	56,790.49 941 Withholding
ACH State of IA		11/29/2022	10,388.48 State Withholding
ACH UMB Cor Trust		11/29/2022	191,118.25 Fees
ACH Nationwide Payments		11/29/2022	1,435.00 NRS Payment
			<u>4,135,659.63</u>



PROCLAMATION
Slavery and Human Trafficking Prevention Month

WHEREAS, The United States was founded upon the principle that all people are created with the inalienable right to freedom, and added the 13th Amendment to the Constitution making slavery illegal; and

WHEREAS, Slavery within the United States today is most often found in the form of forced labor and sex trafficking, which weakens our social fabric, increases violence and organized crime, and debases our humanity; and

WHEREAS, This heinous crime is found within our own community; and

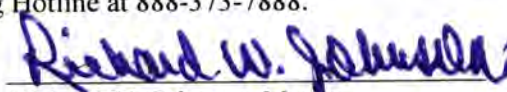
WHEREAS, The Rotary Club of Ottumwa is working towards the abolishment of all forms of human trafficking through education, volunteerism, advocacy and collaboration; and

WHEREAS, Even though awareness of this crime is growing, human trafficking continues to go unreported due to its isolating nature, the misunderstanding of its definition, and the lack of awareness about its indicators; and

WHEREAS, Increased community education on how to identify victims of human trafficking along with increased knowledge of local resources and services for those affected by these criminal actions can help restore freedom and dignity to identified survivors, as well as help diminish the number of future victims; and

WHEREAS, Every business, community organization, faith community, family and individual can make a difference by choosing products that are not made by forced labor; by working to protect our young people from sexual exploitation; by addressing the problem of internet sex trafficking and pornography; and by becoming more aware of the problem and possible solutions.

Now, therefore, I, Richard W. Johnson, Mayor of Ottumwa, Iowa do hereby proclaim the month of January 2023 as Slavery and Human Trafficking Prevention Month, and encourage all our citizens to become more informed on this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end trafficking in all its forms in our community. If you see something that doesn't look right, take action and call the National Human Trafficking Hotline at 888-373-7888.


Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard, City Clerk



received
1-11-23 2:20pm

OTTUMWA
ILLINOIS

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 17, 2023

Airport
Department

Jay Wheaton

Prepared By

Jay Wheaton

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve a lease agreement for the use of a rental aircraft at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Approve the lease and authorize the Mayor to sign the Lease Agreement.

DISCUSSION: This is a 2nd aircraft that is owned by Heartland Aviation LLC and will be used while our primary aircraft is in the shop for engine maintenance. This could take up to 4 months to get all the components needed for the engine overhaul as some parts are on backorder and some components need to be shipped out to be reconditioned and certified. The rental cost to the City of Ottumwa will be the same as the primary aircraft at \$50.00 per hour. Staff is requesting City Council to approve the lease and authorize the Mayor to sign the Lease Agreement.

Source of Funds:

Budgeted Item: Budget Amendment Needed: Yes

AIRCRAFT LEASE AGREEMENT

ARTICLE 1 - PARTIES:

This aircraft lease agreement is entered into effective this 17th day of JANUARY, 2023, by and between HEARTLAND AVIATION, LLC, hereafter referred to as the "Lessor," and the City of Ottumwa, hereafter referred to as the "City."

The Lessor is a LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF IOWA. Lessor's address is 20956 230TH STREET BLOOMFIELD IOWA 52537.

The City is a municipal corporation, created pursuant to the laws of the State of Iowa. The City's address is 105 East Third Street, Ottumwa, IA 52501.

ARTICLE 2 - AIRCRAFT, TITLE:

Lessor hereby leases to the City one PIPER PA28-140 CHEROKEE, with FAA registration number N7467W, hereinafter called the "aircraft." The City shall have non-exclusive possession of the aircraft for use at its discretion, but Lessor shall retain title at all times.

Manufacturer of Aircraft: PIPER
Model: Serial number: 28-1370
FAA Registration No.: N7467W
Engine Make: LYCOMING
Equipment and Accessories: SEE APENDIX A

ARTICLE 3 - INITIAL AIRCRAFT LOCATION AND CONDITION:

The Lessor will provide the above listed aircraft to the City at the Ottumwa Regional Airport in an airworthy condition, with a current inspection, and in compliance with all current airworthiness directives. Upon delivery of the aircraft by Lessor to City, the City shall have the right to conduct an inspection of the aircraft to determine its condition, including non-standard equipment. The results shall be noted on Appendix A which shall be attached to and incorporated into this agreement by reference.

ARTICLE 4 - TERM:

This agreement shall commence on the 17th day of JANUARY, 2023 and end one year after the date of commencement. Subject to termination rights set out in this agreement, this agreement shall renew automatically for successive one-year terms.

ARTICLE 5 - PAYMENTS:

City shall pay to Lessor as rental for the use of the Aircraft Fifty Dollars (\$50.00) per flight hour as recorded on the Aircraft Hobbs meter.

Payments shall be due to Lessor within THIRTY (30) days after the conclusion of each monthly period. The City shall be responsible for providing Lessor with monthly reports of the use of the Aircraft with the monthly payments without waiting for an invoice from Lessor.

ARTICLE 6 - MAINTENANCE:

1. The City, at its own cost and expense, shall service, repair, maintain, test or cause the same to be done to the Aircraft during the term of this Agreement (i) to keep the Aircraft in good operating condition and appearance and (ii) to keep the Aircraft in such operating condition as may be necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations, except for those items listed in subparagraph 2 below. The City shall maintain all records, logs and other materials required by the United States Department of Transportation or the Federal Aviation Administration to be maintained in respect to the Aircraft and shall promptly furnish to Lessor, upon Lessor's request, such information as may be required to enable Lessor to file any reports required to be filed with any governmental authority because of Lessor's interest in the Aircraft.
2. Lessor, at its own cost and expense, shall provide parts, outside labor (parts overhaul/radio & instrument repairs), outside inspections (2 year transponder checks, etc.), oil at oil changes, and major engine work (overhaul) necessary to keep the Aircraft in good operating condition.

ARTICLE 7 - INSURANCE:

The City will purchase and maintain during the term of this agreement an insurance policy with at least the following coverages: (a.) total bodily injury/property damage liability of \$1,000,000 /incident, with sub-limits of no less than \$100,000.00 per person, and \$50,000 Hull Coverage (the "City Insurance"). The City Insurance shall cover the uses intended by this agreement and shall also name the Lessor as additional insured parties. The City will pay any insurance deductible resulting from a claim against the City Insurance and if a loss is not covered by City Insurance, the City will take reasonable efforts to collect the repair costs from the party at fault. The exception to this is if the Lessor is determined at fault for the accident, in which case the Lessor shall be responsible for any resulting costs or expenses.

ARTICLE 8 - RENEGOTIATION OF RATES:

Each year during the month of December the Lessor and the City will have an opportunity to renegotiate the lease rates and such agreement will be included as amendments to this lease. The new rate will take effect on January 1st of the following year. In the event the parties have not agreed upon rates prior to December 15 of each year, then this agreement shall automatically terminate on December 31 of that year and the aircraft shall be returned to Lessor as provided in Article 11 - Return.

ARTICLE 9 - TERMINATION FOR CONVENIENCE:

Either party may submit a notification of termination for convenience by giving sixty (60) day prior written notice of termination to the other party. In order to terminate for convenience with less than sixty (60) days' notice, both parties must agree in writing to a different time period. After this time period, all use of the aircraft will be stopped by the City and the City has thirty (30) days to pay all agreed upon costs to the Lessor, and this lease will be terminated. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 10 - TERMINATION FOR CAUSE:

Either party may submit a notification of termination for cause if they feel that this contract has been

breached. The notification must list the contract item or item(s) that have been breached, the reason the party feels they have been breached, whether or not immediate use of the aircraft must cease, and why they feel that an agreeable solution cannot be reached. The City has thirty (30) days to pay all agreed upon costs to the Lessor. The effective date of the termination will be at the end of this thirty (30) days. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 11 - RETURN:

Upon termination of this Agreement for any reason, the City shall return the Aircraft to the Lessor at the same location where it was received with all of the equipment listed in Appendix A unless that equipment was replaced due to maintenance or at the direction of the Lessor or was removed at the direction of the Lessor. The Aircraft shall be returned in the same condition in which it was received from Lessor, ordinary wear and tear excepted.

ARTICLE 12 - NOTICE:

- 1) Any notice in connection with this Agreement shall be in writing and delivered personally to the appropriate party or
 - a) Sent via a nationally recognized overnight courier service, or
 - b) Mailed to the appropriate party by registered or certified mail, postage prepaid, return receipt requested, at the address set forth in the introduction to this Agreement. Notices shall be sent to:

To Lessor: HEARTLAND AVIATION, LLC.
[Address]: 20956 230TH STREET BLOOMFIELD IOWA 52537

To City: CITY OF OTTUMWA
[Address]: 105 EAST THIRD STREET, OTTUMWA, IOWA 52501

- 2) Notice shall be deemed effectively given when: (a) Delivered personally to the other party for whom intended; (b) one (1) day following the deposit of a nationally recognized overnight courier; or (c) five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth herein. Either party may designate a different address by notice to the other given in accordance herewith.

ARTICLE 13 - ASSIGNMENT:

This Agreement may not be transferred or assigned by either party without prior written approval signed by the other party.

ARTICLE 14 - ATTORNEY FEES:

In the event any action is filed in relation to this Agreement, each party shall be responsible for its own attorney's fees.

ARTICLE 15 - WAIVER:

Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

ARTICLE 16 - SEVERABILITY:

The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

ARTICLE 17 - PARAGRAPH HEADINGS:

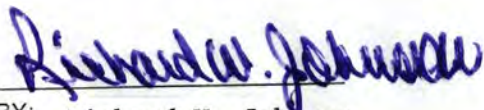
The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

ARTICLE 18 - ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties. This lease agreement, along with Appendix A has been reviewed by the undersigned, who are or represent the parties of the agreement, and has been found acceptable and thus executed on the 17th day of JANUARY, 2023.

CITY:

LESSOR:



BY: Richard W. Johnson
ITS: Mayor

BY: [PRINTED NAME]
ITS: [TITLE]

APPENDIX A

List of Non-Standard Equipment and Logs in Aircraft at Time of Lease Signing and Condition

Date of inspection: 01/01/2023

City representative(s) present:

Duke Ball

Radios and condition:

KING KMA 12 AUDIO PANEL, KING KT76A TRANSPONDER, #1 COMM- KING KX175B, #2 COM- KX170B

Navigation equipment and condition:

#1 Nav.-King KX175 w/VOR/LOC/GS, #2 Nav- King KX170B w/VOR/LOC,

Other:

No wheel pants installed.

Additional condition notes:

Logs/dates turned over:

Tach reads 6078.0

Hour Meter (HOBBS) reads 2172.0

Annual Inspection performed in DECEMBER 2022.

Interior/paint/glass/seals condition:

Paint- good condition. Interior good condition- no tears, carpet and side panels in good condition.

Headliner good with no tears. Glass in good condition

received
1-11-23 2:29pm
CIVILIAN

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jan 17, 2023

Airport
Department

Jay Wheaton
Prepared By
Jay Wheaton
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve the lease agreement for the use of a rental aircraft at the Ottumwa Regional Airport.

 Public hearing required if this box is checked. ***This document is published for public information. Public hearing must be conducted for this item summary. If the kind of publication is not indicated, this item will not be placed in the agenda.***

RECOMMENDATION: Approve the lease and authorize the Mayor to sign the Lease Agreement.

DISCUSSION: This is a lease renewal with Erhardt Industries LLC the owner of the current aircraft we have been using since August 3rd 2021. The aircraft will soon be getting an engine overhaul which is the reason for changing the lease from a one year to a two year lease. The owner is going to spend approx. \$25,000.00 to replace the engine. The rental rate to the owner will continue to stay the same at \$50.00 per flight hour. The aircraft has been rented approx. 480 hours since the first lease was executed on Aug. 3rd 2021. Staff is requesting City Council to approve the lease and authorize the Mayor to sign the agreement.

Source of Funds:

Budgeted Item: Budget Amendment Needed: **NO**

AIRCRAFT LEASE AGREEMENT

ARTICLE 1 - PARTIES:

This aircraft lease agreement is entered into effective this 1ST day of JANUARY, 2023, by and between ERHARDT INDUSTRIES, LLC, hereafter referred to as the "Lessor," and the City of Ottumwa, hereafter referred to as the "City,"

The Lessor is a LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF IOWA. Lessor's address is 11623 48TH STREET, OTTUMWA, IOWA 52501.

The City is a municipal corporation, created pursuant to the laws of the State of Iowa. The City's address is 105 East Third Street, Ottumwa, IA 52501.

ARTICLE 2 - AIRCRAFT, TITLE:

Lessor hereby leases to the City one PIPER PA28-140 CHEROKEE with FAA registration number N7207J, hereinafter called the "aircraft." The City shall have non-exclusive possession of the aircraft for use at its discretion, but Lessor shall retain title at all times.

Manufacturer of Aircraft: PIPER
Model: Serial number: 28-24540
FAA Registration No.: N7207J
Engine Make: LYCOMING
Equipment and Accessories: SEE APENDIX A

ARTICLE 3 - INITIAL AIRCRAFT LOCATION AND CONDITION:

The Lessor will provide the above listed aircraft to the City at the Ottumwa Regional Airport in an airworthy condition, with a current inspection, and in compliance with all current airworthiness directives. Upon delivery of the aircraft by Lessor to City, the City shall have the right to conduct an inspection of the aircraft to determine its condition, including non-standard equipment. The results shall be noted on Appendix A which shall be attached to and incorporated into this agreement by reference.

ARTICLE 4 - TERM:

This agreement shall commence on the 1ST day of JANUARY, 2023 and end two years after the date of commencement. Subject to termination rights set out in this agreement, this agreement shall renew automatically for successive one-year terms.

ARTICLE 5 - PAYMENTS:

City shall pay to Lessor as rental for the use of the Aircraft Fifty Dollars (\$50.00) per flight hour as recorded on the Aircraft Hobbs meter.

Payments shall be due to Lessor within THIRTY (30) days after the conclusion of each monthly period. The City shall be responsible for providing Lessor with monthly reports of the use of the Aircraft with the monthly payments without waiting for an invoice from Lessor.

ARTICLE 6 - MAINTENANCE:

1. The City, at its own cost and expense, shall service, repair, maintain, test or cause the same to be done to the Aircraft during the term of this Agreement (i) to keep the Aircraft in good operating condition and appearance and (ii) to keep the Aircraft in such operating condition as may be necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations, except for those items listed in subparagraph 2 below. The City shall maintain all records, logs and other materials required by the United States Department of Transportation or the Federal Aviation Administration to be maintained in respect to the Aircraft and shall promptly furnish to Lessor, upon Lessor's request, such information as may be required to enable Lessor to file any reports required to be filed with any governmental authority because of Lessor's interest in the Aircraft.
2. Lessor, at its own cost and expense, shall provide parts, outside labor (parts overhaul/radio & instrument repairs), outside inspections (2 year transponder checks, etc.), oil at oil changes, and major engine work (overhaul) necessary to keep the Aircraft in good operating condition.

ARTICLE 7 - INSURANCE:

The City will purchase and maintain during the term of this agreement an insurance policy with at least the following coverages: (a.) total bodily injury/property damage liability of \$1,000,000.00 /incident, with sub-limits of no less than \$100,000.00 per person, and \$35,000.00 Hull Coverage (the "City Insurance"). The City Insurance shall cover the uses intended by this agreement and shall also name the Lessor as additional insured parties. The City will pay any Insurance deductible resulting from a claim against the City Insurance and if a loss is not covered by City Insurance, the City will take reasonable efforts to collect the repair costs from the party at fault. The exception to this is if the Lessor is determined at fault for the accident, in which case the Lessor shall be responsible for any resulting costs or expenses.

ARTICLE 8 - RENEGOTIATION OF RATES:

Each year during the month of December the Lessor and the City will have an opportunity to renegotiate the lease rates and such agreement will be included as amendments to this lease. The new rate will take effect on January 1st of the following year. In the event the parties have not agreed upon rates prior to December 15 of each year, then this agreement shall automatically terminate on December 31 of that year and the aircraft shall be returned to Lessor as provided in Article 11 – Return.

ARTICLE 9 - TERMINATION FOR CONVENIENCE:

Either party may submit a notification of termination for convenience by giving sixty (60) day prior written notice of termination to the other party. In order to terminate for convenience with less than sixty (60) days' notice, both parties must agree in writing to a different time period. After this time period, all use of the aircraft will be stopped by the City and the City has thirty (30) days to pay all agreed upon costs to the Lessor, and this lease will be terminated. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 10 - TERMINATION FOR CAUSE:

Either party may submit a notification of termination for cause if they feel that this contract has been

breached. The notification must list the contract item or item(s) that have been breached, the reason the party feels they have been breached, whether or not immediate use of the aircraft must cease, and why they feel that an agreeable solution cannot be reached. The City has thirty (30) days to pay all agreed upon costs to the Lessor. The effective date of the termination will be at the end of this thirty (30) days. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 11 - RETURN:

Upon termination of this Agreement for any reason, the City shall return the Aircraft to the Lessor at the same location where it was received with all of the equipment listed in Appendix A unless that equipment was replaced due to maintenance or at the direction of the Lessor or was removed at the direction of the Lessor. The Aircraft shall be returned in the same condition in which it was received from Lessor, ordinary wear and tear excepted.

ARTICLE 12 - NOTICE:

- 1) Any notice in connection with this Agreement shall be in writing and delivered personally to the appropriate party or
 - a) Sent via a nationally recognized overnight courier service, or
 - b) Mailed to the appropriate party by registered or certified mail, postage prepaid, return receipt requested, at the address set forth in the introduction to this Agreement. Notices shall be sent to:

To Lessor: ERHARDT INDUSTRIES, LLC
[Address]: 11623 48th STREET, OTTUMWA, IOWA 52501

To City: CITY OF OTTUMWA
[Address]: 105 EAST THIRD STREET, OTTUMWA, IOWA 52501

- 2) Notice shall be deemed effectively given when: (a) Delivered personally to the other party for whom intended; (b) one (1) day following the deposit of a nationally recognized overnight courier; or (c) five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth herein. Either party may designate a different address by notice to the other given in accordance herewith.

ARTICLE 13 - ASSIGNMENT:

This Agreement may not be transferred or assigned by either party without prior written approval signed by the other party.

ARTICLE 14 - ATTORNEY FEES:

In the event any action is filed in relation to this Agreement, each party shall be responsible for its own attorney's fees.

ARTICLE 15 - WAIVER:

Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

ARTICLE 16 - SEVERABILITY:

The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

ARTICLE 17 - PARAGRAPH HEADINGS:

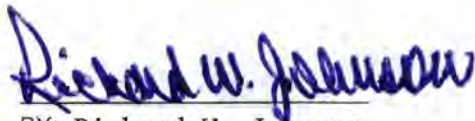
The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

ARTICLE 18 - ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties. This lease agreement, along with Appendix A has been reviewed by the undersigned, who are or represent the parties of the agreement, and has been found acceptable and thus executed on the 1ST day of JANUARY, 2023.

CITY:

LESSOR:



BY: Richard W. Johnson
ITS: Mayor

BY: [PRINTED NAME]
ITS: [TITLE]

APPENDIX A

List of Non-Standard Equipment and Logs in Aircraft at Time of Lease Signing and Condition

Date of inspection: 01/01/2023

City representative(s) present:

Duke Ball

Radios and condition:

Collins audio panel, Collins transponder, Tail Beacon ADS-B out, #1 Com.- King KX155, #2 Com.- King KX175B

Navigation equipment and condition:

#1 Nav.-King KX155 w/VOR/LOC/GS, #2 Nav- King KX175B w/VOR/LOC, King KN62 DME

Other:

No wheel pants installed. Patch on left aileron. Door holder missing spring.

Additional condition notes:

Logs/dates turned over:

Tach reads 164.0

Hour Meter (HOBBS) reads 8328.2

Annual Inspection performed in AUGUST 2022.

Interior/paint/glass/seals condition:

Paint- good condition. Interior good condition- no tears, carpet and side panels in good condition. Headliner good with no tears. Glass in good condition-1 crack in door window.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

received
1-12-23 330

Council Meeting of: January 17, 2023

Street
Department

Robin Fitzsimmons
Prepared By
Larry Seals *Larry Seals*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Approve engine repair on Unit #129, a 2014 International 7300 Snowplow, at O'Halloran International for a maximum cost of \$28,882.10.

****Public hearing required if this box is checked. ****

****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Approve engine repairs to Unit #129 at O'Halloran International for a maximum cost of \$28,882.10.

DISCUSSION: Due to a cracked EGR Cooler, the engine suffered a hydraulic lock resulting in extensive engine damage. The attached quote is for worse case. The final cost will depend on the number of parts damaged. Major repairs of this type require specialty tools and equipment that our shop is not equipped with.

This truck is used frequently throughout the year and required for annual maintenance and snow removal routes. Unit #129 was due to be replaced in the next budget year (2023/2024) but will be held over for an additional two years and re-evaluated (2025/2026).

Estimated costs for a new engine is \$32,000 with an unknown delivery date, plus labor for installation.

Estimated costs for a new truck in today's dollars was quoted at \$221,000 with an estimated two year delivery date. Our last truck was ordered on 5/27/21 with a delivered price of \$171,457.

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No

received
1.12.23 1146

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jan 17, 2023

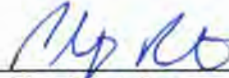
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 5-2023 - Resolution to set February 7, 2023 at 5:30 PM for a Public Hearing on the FY24 Maximum Property Tax Levy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 5-2023

DISCUSSION: Iowa law requires the City Council to hold a public hearing on the proposed maximum levy of tax dollars ahead of adopting the budget for the following fiscal year. This resolution sets the date and time for that hearing as February 7, 2023 at 5:30 PM.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 5-2023

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR
THE PURPOSE OF CONSIDERING THE MAXIMUM TAX DOLLARS
FROM CERTAIN LEVIES FOR THE CITY'S PROPOSED
FISCAL YEAR 2023-2024 BUDGET**

WHEREAS, the city staff is preparing the annual budget for the City of Ottumwa, Iowa for Fiscal Year 2023-24; and

WHEREAS, Iowa SF 634 requires a public hearing on the proposed maximum property tax dollars from certain levies where any resident or taxpayer of the City may present to the City Council objections or arguments in favor of the tax dollars before the budget is adopted and certified to the county auditor; and

WHEREAS, interested residents or taxpayers having comment for or against the maximum property tax dollar proposal from certain levies may appear and be heard at a public hearing held during the meeting of the City Council at the Ottumwa City Hall, at 105 East Third Street, Ottumwa, Iowa.

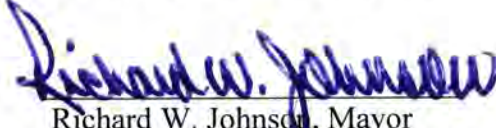
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that a public hearing will be scheduled and held on February 7, 2023 during the meeting of the City Council scheduled to begin at 5:30 PM for the purpose of hearing public comment related to the maximum property tax dollar proposal from certain levies; and

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the City Clerk is directed to publish notice of said meeting in accordance with law; and

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 17th day of January, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



received
1-12-23 8:15 Am

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jan 17, 2023

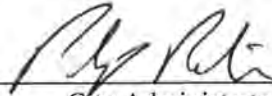
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 13-2023 - Resolution directing Alliant Energy to revise the lighting system on existing dedicated structure located in the 1300 block of East Court Street.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 13-2023

DISCUSSION: City staff received notice of a requested lighting change on East Court Street. Alliant is requesting a resolution to move the 45W lamp from a city owned pole to a shared pole.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:



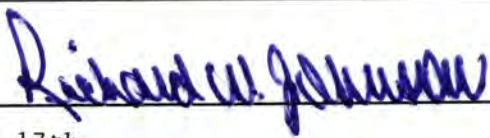
STREET LIGHTING RESOLUTION

The following Resolution 13-2023 was adopted by the City Council of the City of Ottumwa, Iowa at a meeting held on January 17, 2023.

Be it resolved by the City Council of the City of Ottumwa, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. <u>1</u>		<u>45W</u>	<u>LED ROADFOCUS</u>	<u>EXISTING SHARED POLE</u>	<input checked="" type="checkbox"/> OH <input type="checkbox"/> UG
2. _____	<u>1</u>	<u>45W</u>	<u>LED ROADFOCUS</u>	<u>EXISTING CITY OWNED POLE</u>	<input checked="" type="checkbox"/> OH <input type="checkbox"/> UG
3. _____					<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES
1. <u>3RD POLE FROM THE EAST OF THE DEAD END WITH PIRMARY DIP ON 1300 BLOCK OF E. COURT</u>
2. _____
3. _____

City Official Richard W. Johnson, Mayor 
declared said Resolution duly passed and adopted the 17th
day of January, 2023.

Attest Christina Reinhard, CMC 
Title City Clerk

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

received
1-12-23 330

Council Meeting of: January 17, 2023

Larry Seals
Prepared By

Engineering Department
Department

Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #8-2023. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Albia Road North Quincy Avenue Roundabout Project.

**Public hearing required if this box is checked. **

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #8-2023.

DISCUSSION: The purpose of this Public Hearing is to inform area residents and other interested persons of the proposed project design, anticipated project costs and adopt plans and specifications. Citizen concerns with the project, if any, will be addressed at this Public Hearing.

The City of Ottumwa was awarded a \$500,000 Traffic Safety Improvement Program grant to address intersections with a high number of conflict points resulting in a high number of accidents. The intersection of Albia Road and Quincy Avenue met the requirements of this grant. The proposed roundabout will improve safety for motorist and pedestrian traffic.

Bids will be received and opened by the City of Ottumwa on February 28, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on March 7, 2023, or at a later date as determined by staff.

Funding: \$500,000.00 TSIP grant
Date application approved: July 19, 2022
Date design contract was approved: August 2, 2022

Source of Funds: TSIP Grant /Road Use Budgeted Item: No Budget Amendment Needed: No

RESOLUTION #8-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED COST FOR THE
ALBIA ROAD AND NORTH QUINCY AVENUE ROUNDABOUT PROJECT

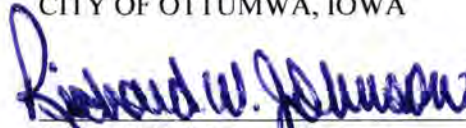
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 17th day of January 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

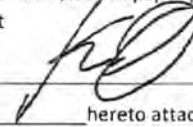


PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Notice of Public Hearing
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 12/31/22

Subscribed and sworn to before me, and in my presence, by the said 31st day of December, 2022



Notary Public

In and for Wapello County

Printer's fee \$34.02

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Albia Road and North Quincy Avenue Roundabout, Ottumwa, Iowa" at 5:30 o'clock p.m. on January 17 2023, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Construction of a 115' roundabout which will serve as a traffic calming measure. Splitter islands will be installed to reduce the intersection speeds and notify motorists of the intersection. Improvements will also provide for accommodations for pedestrians and bicyclists and will aid in providing acceptable gaps. The proposed improvements are expected to result in safer intersections and reduce the number of injury crashes per year. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

received
1-12-23 330

Council Meeting of: January 17, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

Pf Rt

City Administrator Approval

AGENDA TITLE: Resolution #9-2023. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Lake Road Culvert Project.

****Public hearing required if this box is checked. ****

****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Pass and adopt Resolution #9-2023.

DISCUSSION: Furnish all labor, materials, and equipment to remove approximately 75 LF of 48" and 175LF of 30" CMP culvert; install 75 LF of 54" and 175 LF of 30" CMP culvert, including apron sections; place revetment stone; and patch the road.

The culverts are part of the Lake Road reconstruction and are being let separate since typically performed by subcontractors. Once the culverts are installed the roadway surface project will be let.

Bids will be received and opened by the City of Ottumwa on February 1, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on February 7, 2023, or at a later date as determined by staff.

Estimated Cost: \$131,995.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #9-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE LAKE ROAD CULVERT PROJECT

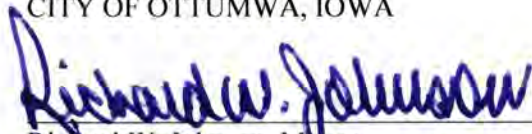
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 17th day of January, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



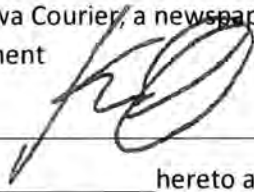
Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Notice of Public Hearing
City of Ottumwa

 hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 1/7/23

Subscribed and sworn to before me, and in my presence, by the said 7th day of January, 2023





Notary Public

In and for Wapello County

Printer's fee \$30.62

COPY OF ADVERTISEMENT

SECTION 00010
NOTICE OF PUBLIC HEARING
The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Lake Road Culvert Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 17th day of January, 2023 in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections there-to or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Furnish all labor, materials, and equipment to remove approximately 75 LF of 48" and 175LF of 30" CMP culvert; install one 75 LF of 54", one 75 LF of 30" CMP, and one 100 LF of 30" CMP culvert, including approach sections; place revetment stone; and patch the road. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part here-of as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

received
1-12-23 330

Council Meeting of: January 17, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #10-2023. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Green Street Storm Sewer Improvement Project.

****Public hearing required if this box is checked. ****

****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Pass and adopt Resolution #10-2023.

DISCUSSION: During both the Main Street Projects (Vine Street to Jefferson) and Main Street (Jefferson to Market Street) a separate storm system was installed and then re-combined at the Main and Green Street intersection. This project will connect the newly installed storm systems and complete the backbone for future separations. As part of the design process and to meet the minimum cover required by BNSF design department we had to modify our preliminary design to include twin 36" line storm lines and twin bored casings under the track system. This change also required the addition of two junction box structures to allow the connection of the main 48" RCP line to the 36" lines. Once completed this project will allow storm water to discharge by gravity during rain events but has the added feature of pumping by back flowing to the new storm pump station on Gateway Drive during major river flood events. This project also includes installation of a new larger waterline that will allow for increased flow capacity and be reimbursed by Ottumwa Water and Hydro.

This project was bid on March 23, 2022. One bid was received for \$1,793,486.00 which was over the original budgeted amount. We redesigned by reducing bore lengths on three railroad crossings.

Bids will be received and opened by the City of Ottumwa on February 28, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on March 7, 2023, or at a later date as determined by staff.

Budgeted amount: \$1,900,000
Estimated total: \$1,653,000

Source of Funds: Sewer Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #10-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE GREEN STREET STORM SEWER IMPROVEMENT PROJECT


WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 17th day of January, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



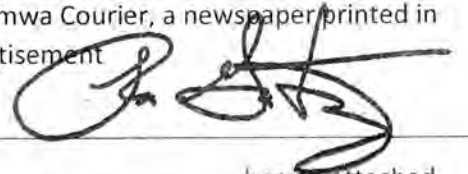
Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Section 00010 Notice of Public Hearing
City of Ottumwa



here to attached

was published in said newspaper for 1 consecutive week's to-wit: 02/19/22
Subscribed and sworn to before me, and in my presence, by the said 19th day of February, 2022



Notary Public

In and for Wapello County

Printer's fee \$25.78

COPY OF ADVERTISEMENT

SECTION 00010
NOTICE OF PUBLIC HEARING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Green Street Storm Sewer Improvements, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 1st day of March, 2022, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: The project consists of installing a new storm sewer outfall structure, approximately 500 LF of 48" RCP trenched storm sewer, and two 110 LF trenchless lines under the BNSF Railroad Tracks. Ancillary work includes: removing and replacing 2200 SY of pavement, driveways, trails, and sidewalks; installing intakes and manholes; replacing 400 LF adjacent water main; traffic control; survey; and site restoration. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

Item No. F.-4.
received
1-12-23 1146

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 17, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 15-2023: RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SYCAMORE PARK TENNIS PHASE ONE PROJECT

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 15-2023.

DISCUSSION: This resolution approves the plans, specifications, form of contract and estimate of cost for the Sycamore Park Tennis Phase 1 project and allows staff to release the project for bids. The project would construct 12 post-tension concrete tennis courts with lighting and fencing and Sycamore Park and would be the first project undertaken as part of the Greater Ottumwa Park Master Plan. The estimate of cost is \$2.2 million.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 15-2023

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SYCAMORE PARK TENNIS PHASE ONE PROJECT

WHEREAS, the Ottumwa City Council has conducted a public hearing on the plans, specifications, estimated cost and form of contract for the above referenced project; and

WHEREAS, this project will construct a complex of twelve tennis courts in Sycamore Park for an estimated \$2.2 million;

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT:

The plans, specifications, form of contract and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED this 17 day of January, 2023.



ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA
Richard W. Johnson
Richard W. Johnson, Mayor

DESIGNWORKSHOP

Landscape Architecture
Planning
Urban Design
Strategic Services

301 N West Street
Suite 109
Raleigh, North Carolina 27603
919-973-6254
designworkshop.com

MEMORANDUM

To: Zach Simonson
From: Benjamin Boyd
Date: January 9th, 2023
Project Name: Greater Ottumwa Park – Tennis Complex PH1
Project #: 6822
Subject: Tennis Complex – Opinion of Probably Cost
Copy To: Philip Rath, Kurt Culbertson, Corey Dodd, Casey Patton, David Stokes

Dear Zach,

After discussion with our team and consulting the work of our cost estimator, it is our general understanding that the cost of Phase 1 of the tennis complex may be around \$2.2 million for the 12 courts and accompanying work around them. We have based this opinion of probably cost on the following factors:

- General cost escalation in the market we are seeing around the country
- The utility and stormwater improvement updates needed for this unique space to make the courts viable
- Post tension concrete paving system costs
- Costs of lighting and other paving systems we are seeing on other projects.
- Desired time and schedule of construction

The factor that we have less of an ability to predict that could affect costs significantly is the availability of qualified contractors in your area to do this work. Competition and schedules are always difficult variables to account for. Our team will do our best to make sure potential bidders have the best information available in order to provide competitive bids for this project.

Thanks and please let us know if you have any questions or concerns,



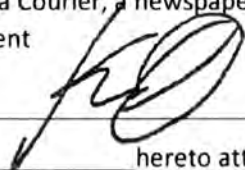
Benjamin Boyd, PLA
Project Manager
Design Workshop

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

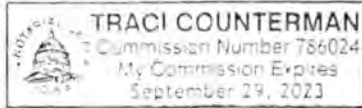
I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Hearing on Proposed Plans
City of Ottumwa

 hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 1/5/23

Subscribed and sworn to before me, and in my presence, by the said 5th day of January, 2023





Notary Public

In and for Wapello County

Printer's fee \$23.25

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GREATER OTTUMWA PARK TENNIS PHASE ONE PROJECT PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on January 17, 2023, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to consider plans, specifications, form of contract and estimate of cost for the Greater Ottumwa Park Tennis Phase One Project. Plans, specifications, form of contract and estimate of cost are officially on file in the Planning and Development Office for inspection and use by interested persons, and said documents are hereby made a part of this Official Publication by this reference. That said public hearing will be conducted on January 17, 2023 at 5:30 p.m. in the City Council Chambers, Second Floor, City Hall, 105 E. Third St., Ottumwa, Iowa. At said time and place, any person or persons may appear and offer objections if they so desire. Dated this 5th day of January 2023, Chris Reinhard City Clerk, City of Ottumwa in the State of Iowa

CITY OF OTTUMWA

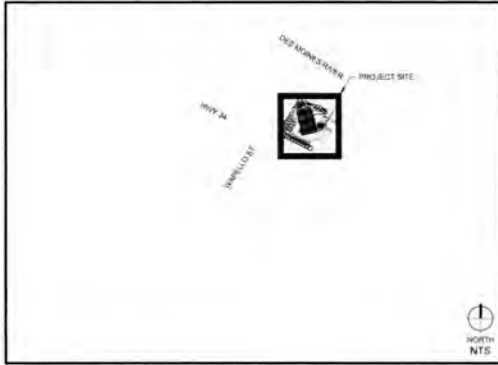
GREATER OTTUMWA PARK TENNIS COMPLEX - PHASE 1

OTTUMWA, IA
LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING, STRUCTURAL
ENGINEERING, ELECTRICAL ENGINEERING

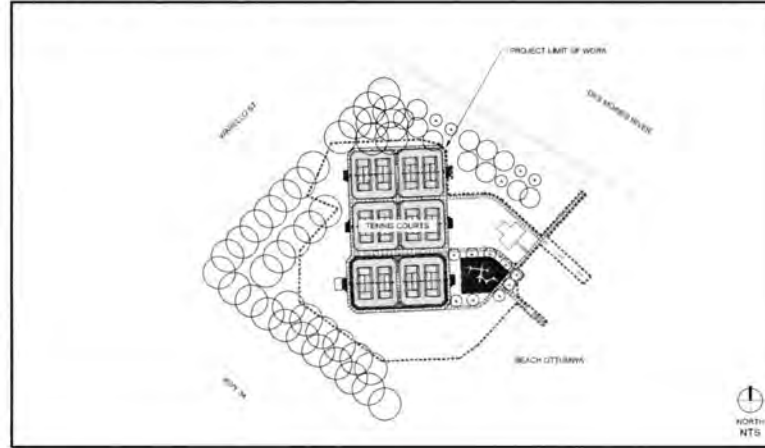
100% CONSTRUCTION DOCUMENTS

ISSUED: December 28, 2022

PROJECT VICINITY MAP



PROJECT LOCATION MAP



PROJECT DESCRIPTION

The Greater Ottumwa Park Tennis Complex Phase 1 project is located in Ottumwa, IA as illustrated. The Commission Drawings package includes landscape architecture, site lighting, civil engineering and structural engineering as shown on the sheet titles.

The work contained within these documents consists of the primary elements listed below:

1. Submittal required tree protections and access to maintain operational buildings.
2. Provide sidewalk and site grading.
3. Provide concrete paving and tennis court paving.
4. Provide electrical utility, plants and irrigation systems.
5. Provide site furnishings including benches, trash receptacles, etc.
6. Coordinate all work with associated landscape and traffic.
7. Soil conditions, lighting, drainage, utility, vertical paving design, and erosion and sedimentation control-related Civil Engineering drawings.
8. Structural Engineering of proposed site elements - refer to Structural Engineering drawings.
9. Site lighting, electrical - refer to Electrical Engineering drawings.

SHEET INDEX

Sheet No.	Sheet Title	50% C.D.	100% C.D.
GENERAL INFORMATION SERIES:			
L0-00	Cover Sheet		
L0-01	Site Key Plan		
L0-02	General Information Sheet		
PLANT PROTECTION AND REMOVAL SERIES:			
L1-00	Not Used at this Time		
SITE DEMOLITION SERIES:			
L2-00	Refer to Civil Series		
SITE MATERIALS SERIES:			
L3-01	Site Materials Plan		
L3-02	Tennis Courts Materials Plan		
SITE LAYOUT SERIES:			
L4-01	Site Layout Plan		
L4-02	Tennis Courts Layout Plan		
L4-03	Base Bid Fencing Layout Plan		
L4-04	Alternate Fencing Layout Plan		
SITE GRADING SERIES:			
L5-00	Refer to Civil Series		
SITE LIGHTING SERIES:			
L6-00	Not Used at this Time		
SITE DETAILS SERIES:			
L7-01	Typical Tennis and Fencing Details		
L7-02	Base Bid Fencing Details		
L7-03	Alternate Fencing Details		
L7-04	Site Details		

Sheet No. Sheet Title

TREE PLANTING SERIES:			
L8-01	Planting Plan		
SITE SHRUB AND GROUND COVER PLANTING SERIES:			
L9-00	See Tree Planting Series		
SITE SOILS SERIES:			
L10-00	Note used at this time		
SITE PLANTING DETAILS:			
L11-01	Planting Details		
CIVIL SERIES:			
C0-20	Site Details		
C1-30	Erosion Control Plan		
C2-10	Existing Site and Removal Plan		
C3-10	Site Plan		
C3-20	Utility Plan		
C4-10	Overall Grading Plan		
STRUCTURAL SERIES:			
S1-00	Structural Notes & Special Inspections		
S1-31	Slab Plan & Details		
ELECTRICAL SERIES:			
E2-01	Power Site Plan		
E2-02	Lighting Site Plan		
S4-00	Electrical Schedules & Details		

Note: As part of this project, the Contractor shall maintain a complete record of all drawings and technical specifications available for review at the construction site by the owner representative. In addition, the Contractor shall secure all enclosures and coordination by all trades occur in accordance with the above listings.

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 12/28/22

SIGNATURE: DAVID A. STOKES, JR.

PRINTED SIGNATURE: DAVID A. STOKES, JR.

LICENSE NUMBER: 61002023

LICENSE RENEWAL DATE: 01/01/2024

SHEETS AND SPECIFICATIONS COVERED BY THIS SEAL:

017000	02000	L4-01
021010	02110	L4-01
022110	02211	L4-01
023000	02300	L4-01
024000	02400	L4-01

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 12/28/22

SIGNATURE: DAVID A. STOKES, JR.

PRINTED SIGNATURE: DAVID A. STOKES, JR.

LICENSE NUMBER: 61002024

LICENSE RENEWAL DATE: 01/01/2024

SHEETS COVERED BY THIS SEAL:

017000	L4-01
021110	L4-02
024010	L7-01
024010	L7-02
024010	L7-03

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 12/28/22

SIGNATURE: MAXWELL JOHN ELLER

PRINTED SIGNATURE: MAXWELL JOHN ELLER

LICENSE NUMBER: 12010022

LICENSE RENEWAL DATE: 12/31/2024

SHEETS COVERED BY THIS SEAL:

C0-20	C0-10
C0-20	C0-10
C0-20	C0-10
C0-20	C0-10

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 12/28/22

SIGNATURE: ROYAL STREED

PRINTED SIGNATURE: ROYAL STREED

LICENSE NUMBER: 12012024

LICENSE RENEWAL DATE: 12/31/2024

SHEETS COVERED BY THIS SEAL:

260010	26001	26008
260020	26002	26009
260030	26003	26010
260040	26004	26011
260050	26005	26012

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 12/28/22

SIGNATURE: JASON M. BRUCE

PRINTED SIGNATURE: JASON M. BRUCE

LICENSE NUMBER: 12012024

LICENSE RENEWAL DATE: 12/31/2024

SHEETS COVERED BY THIS SEAL:

010010	01001
010020	01002
010030	01003
010040	01004
010050	01005

CLIENT:
CITY OF OTTUMWA
105 E. Third St.
Ottumwa, Iowa 52501
Tel: (641) 683-0606

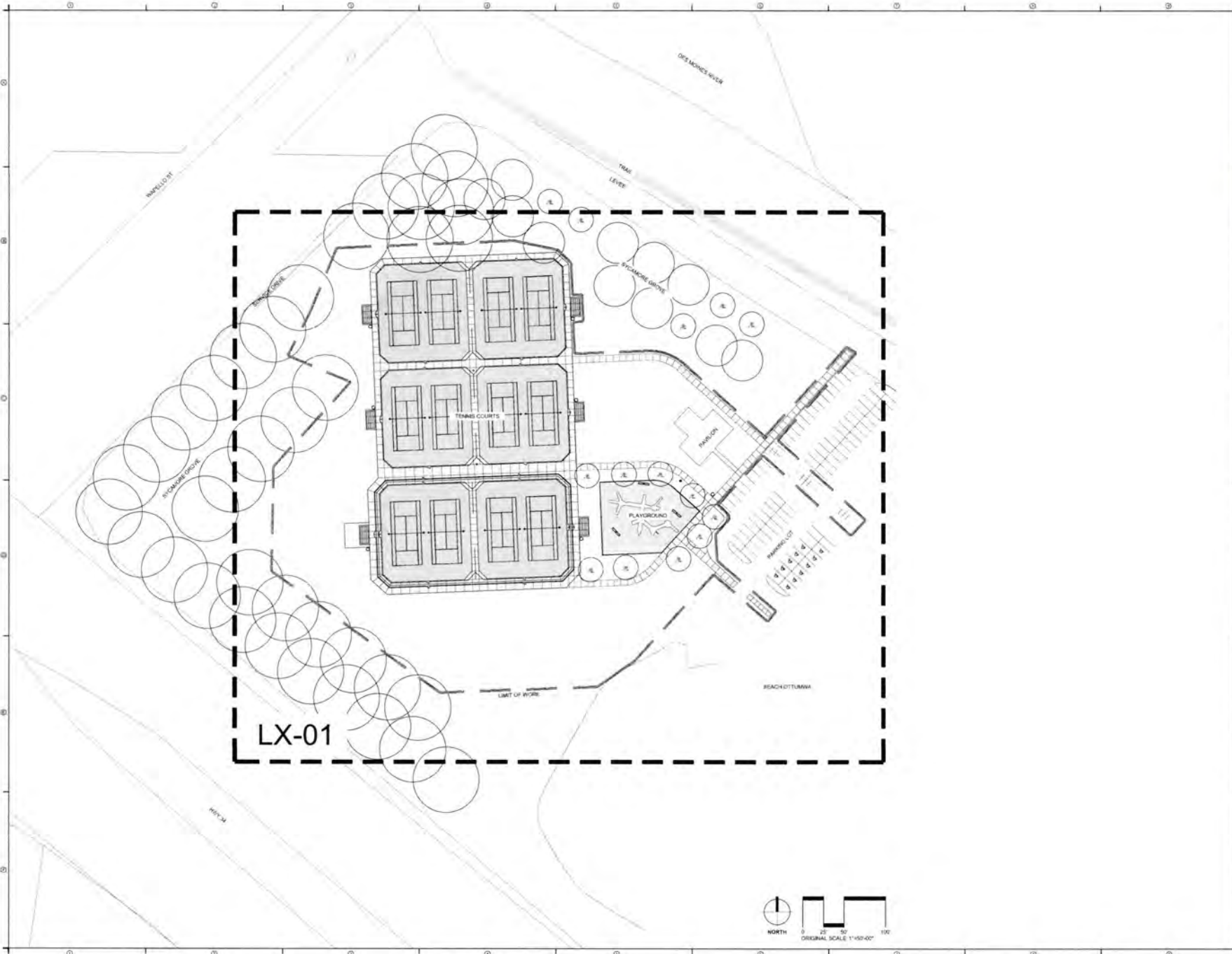
LANDSCAPE ARCHITECT:
DESIGN WORKSHOP
301 N. West St., Suite 109
Raleigh, NC 27603
Tel: (919) 973-6254

SPORTS FIELD DESIGN:
JEFFERY L. BRUCE & COMPANY
300 4th St.
West Des Moines, IA 50265
Tel: (515) 778-8397

CIVIL ENGINEERING:
ISG, Inc
217 E 2nd St., Suite 110
Des Moines, IA 50309
Tel: (515) 243-9143

ELECTRICAL ENGINEERING:
ISG, Inc
217 E 2nd St., Suite 110
Des Moines, IA 50309
Tel: (515) 243-9143

STRUCTURAL ENGINEERING:
ISG, Inc
217 E 2nd St., Suite 110
Des Moines, IA 50309
Tel: (515) 243-9143



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 WWW.DESIGNWORKSHOP.COM

JBC
 JEFFREY B. JOHNSON & COMPANY
 LANSING, MICHIGAN
 1000 W. Grand
 Street, Suite 2000, Lansing, MI 48906
 P: 517.487.8776
 Fax: 517.487.8777

ISG

**GREATER OTTUMWA PARK
 TENNIS COMPLEX - PHASE 1**
CITY OF OTTUMWA
 OTTUMWA, IA

ISSUE DATE: 1/22/22

REVISIONS

#	DATE	DESCRIPTION

DESIGN: BB, CD REVIEWED: AC, JF

**100%
 CONSTRUCTION
 DOCUMENTS**

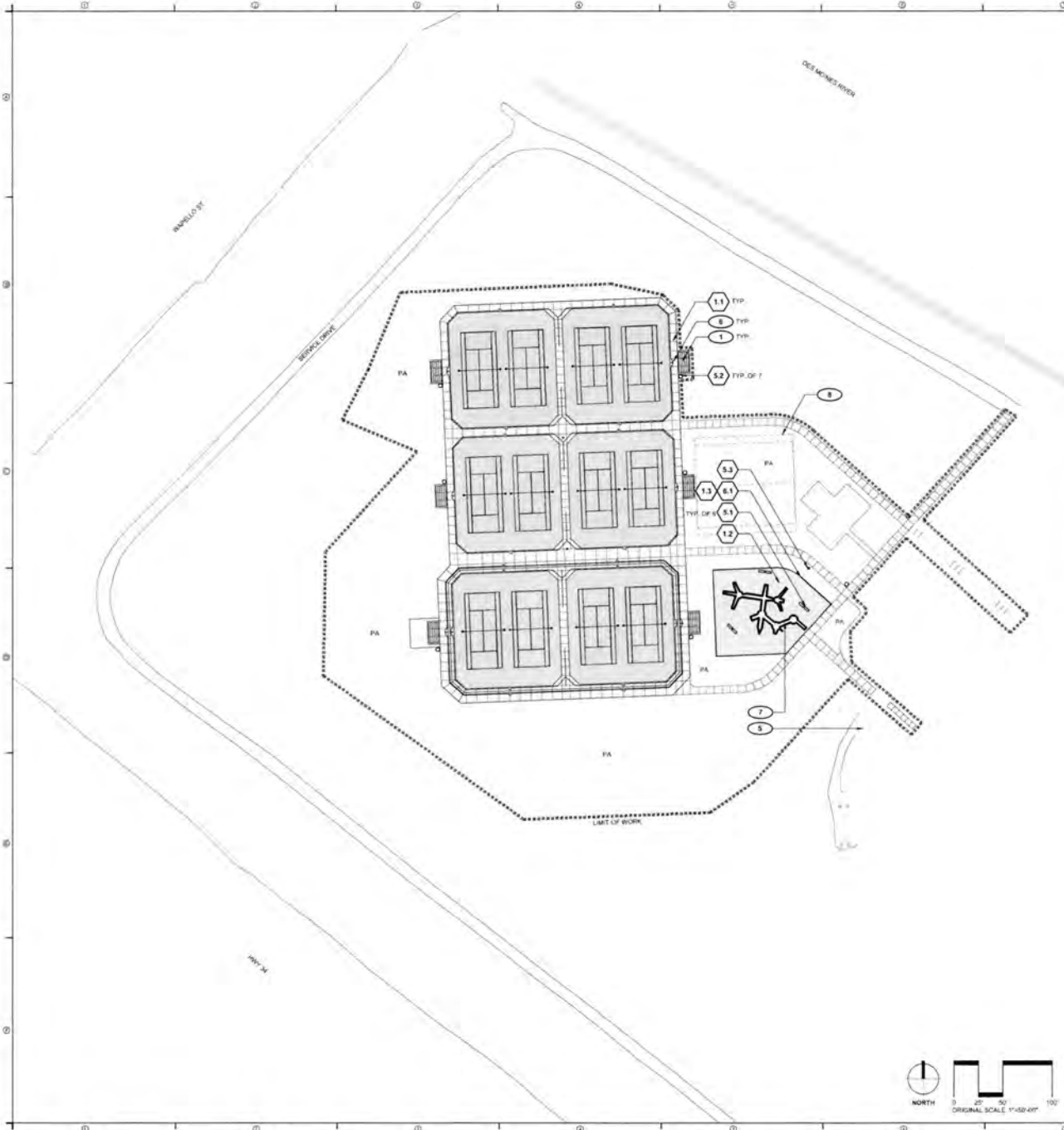
PROJECT NUMBER: 6822

**SITE
 KEY
 PLAN**

SHEET NUMBER

L0-01

© 2022 DESIGNWORKSHOP, INC.



SITE KEYNOTES:

	DETAIL / SHEET	SPEC. SECTION
1.0 PAVEMENTS, RAMPS, CURBS		
1.1 Concrete Paving	09-20	
1.2 Playground Surfacing	1/17-01	321816.13
1.3 Playground Surfacing Curb	2/17-01	321816.13
2.0 JOINTING		
2.1 See Civil Series		
3.0 STEPS		
3.1 Not Used		
4.0 SITE WALLS/ EMBANKMENTS		
4.1 Not Used		
5.0 SITE FURNITURE		
5.1 Park Bench	3/17-01	32330
5.2 Trash Receptacle	4/17-01	32330
5.3 Dog Waste Fountains	5/17-01	32330
6.0 RAILINGS, BARRIERS, FENCING		
6.1 Playground Fence	8/17-01	32319
7.0 SITE LIGHTING		
7.1 Refer to Electrical Series		
8.0 DRAINAGE		
8.1 Refer to Civil Series		
9.0 PLANTING AND LANDSCAPE		
9.1 Refer to Tree Planting and Shrub and Groundcover Series Drawings		
10.0 MISCELLANEOUS ELEMENTS		
10.1 Not Used		

SITE MATERIAL REFERENCE NOTES

- PA Existing or Later Area
- 1 Proposed bleachers, see L3-02
- 2 Prefabricated concrete tennis courts, see Civil Engineering series
- 3 Curb ramp, see Site Civil Engineering series
- 4 Existing garden to remain
- 5 Existing driveway to remain
- 6 Proposed tennis, see L3-02
- 7 Existing playground to remain
- 8 Future space for six pin and croquet court

DESIGNWORKSHOP
 Landscape Architecture • Land Planning
 Urban Design • Tourism Planning
 301 N West Street
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 Tel: (919) 973-6254
 WWW.DESIGNWORKSHOP.COM



**GREATER OTTUMWA PARK
 TENNIS COMPLEX - PHASE 1**
CITY OF OTTUMWA
 OTTUMWA, IA

ISSUE DATE: 12/2022

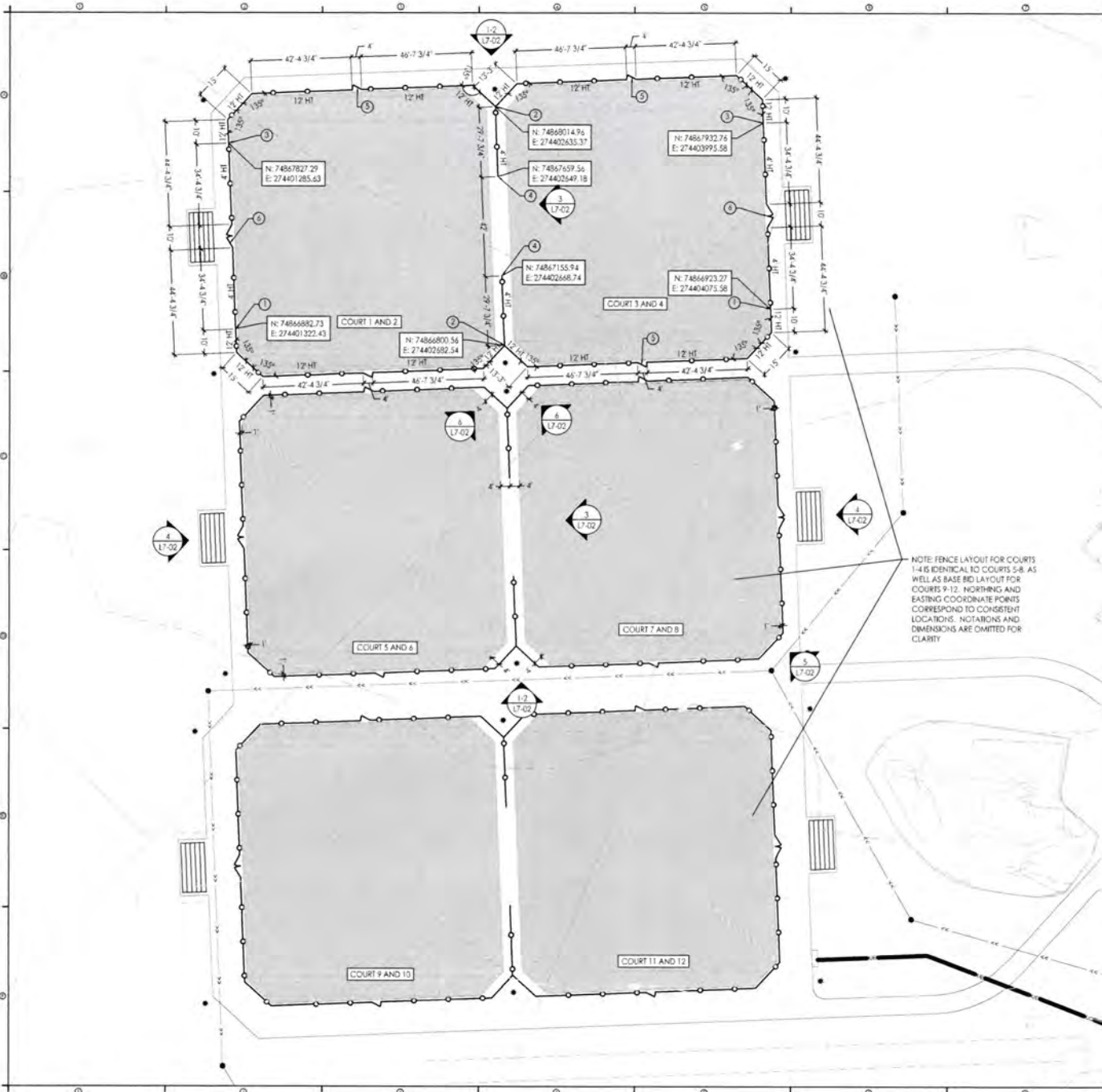
REVISIONS	#	DATE	DESCRIPTION

DRAWN: BS-DJ REVIEWED: HC-JP

**100%
 CONSTRUCTION
 DOCUMENTS**

PROJECT NUMBER: 0822
**SITE
 MATERIALS
 PLAN**

SHEET NUMBER
L3-01



LAYOUT GENERAL NOTES:

- A. WRITTEN DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS IN ALL INSTANCES.
- B. ALL CONSTRUCTION STAKING IS THE RESPONSIBILITY OF THE CONTRACTOR
- C. LAYOUT WITHIN THE SITE INCLUDING SIDEWALKS, STAIRS AND WALLS ARE ESTABLISHED FROM THE PROVIDED BENCHMARKS. SEE RELEVANT SHEETS FOR LAYOUT AND HORIZONTAL CONTROL OF THESE IMPROVEMENTS.
- D. ALL IMPROVEMENTS SHALL BE PER THE CITY OF OTTUMWA, IOWA STANDARDS.
- E. SEE CIVIL ENGINEER'S DRAWING SHEETS FOR ADDITIONAL INFORMATION REGARDING EXISTING AND PROPOSED UTILITIES SHOWN FOR THIS PROJECT SITE.
- F. ALL DIMENSIONS SHALL BE MEASURED FROM THE CENTERLINE OF CONCRETE AND LIMESTONE WALKS, DRIVES, LANES, CURBS, FLUSH CURBS, EDGERS, AND WALLS UNLESS OTHERWISE SHOWN.
- G. CONTRACTOR SHALL VERIFY ALL LAYOUT MEASUREMENTS AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
- H. CHANGES IN ELEVATION AT EXPANSION JOINTS SHALL NOT EXCEED 0.25-INCHES VERTICALLY.

LAYOUT PLAN NOTES:

1. BEGIN CONSTRUCTION OF 1/2 VINYL-COATED CHAIN LINK FENCE (RE: 4/L7-01, 1/L7-02, AND 3/L7-02); END CONSTRUCTION OF 4 VINYL-COATED CHAIN LINK FENCE.
2. INTERSECTION OF 1/2 PERIMETER FENCE AND 4 INTER-COURT BALL CONTROL FENCE (RE: 3/L7-02).
3. END CONSTRUCTION OF 1/2 VINYL-COATED CHAIN LINK FENCE (RE: 4/L7-01 AND 4/L7-02); BEGIN CONSTRUCTION OF 4 VINYL-COATED CHAIN LINK FENCE.
4. END FENCE CONSTRUCTION.
5. CONSTRUCT SINGLE LEAF GATE. RE: 1/L7-02 AND 2/L7-02.
6. CONSTRUCT DOUBLE LEAF GATE. RE: 4/L7-02.

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JBC
 JEFFREY L. BRUCE & COMPANY
 1025 4th Street
 Raleigh, NC 27601
 Tel: 919-842-8792



**GREATER OTTUMWA PARK
 TENNIS COMPLEX - PHASE 1**
CITY OF OTTUMWA
 OTTUMWA, IA

ISSUE DATE: _____
 REVISIONS

#	DATE	DESCRIPTION

DRAWN: _____ REVIEWED: _____

**100%
 CONSTRUCTION
 DOCUMENTS**

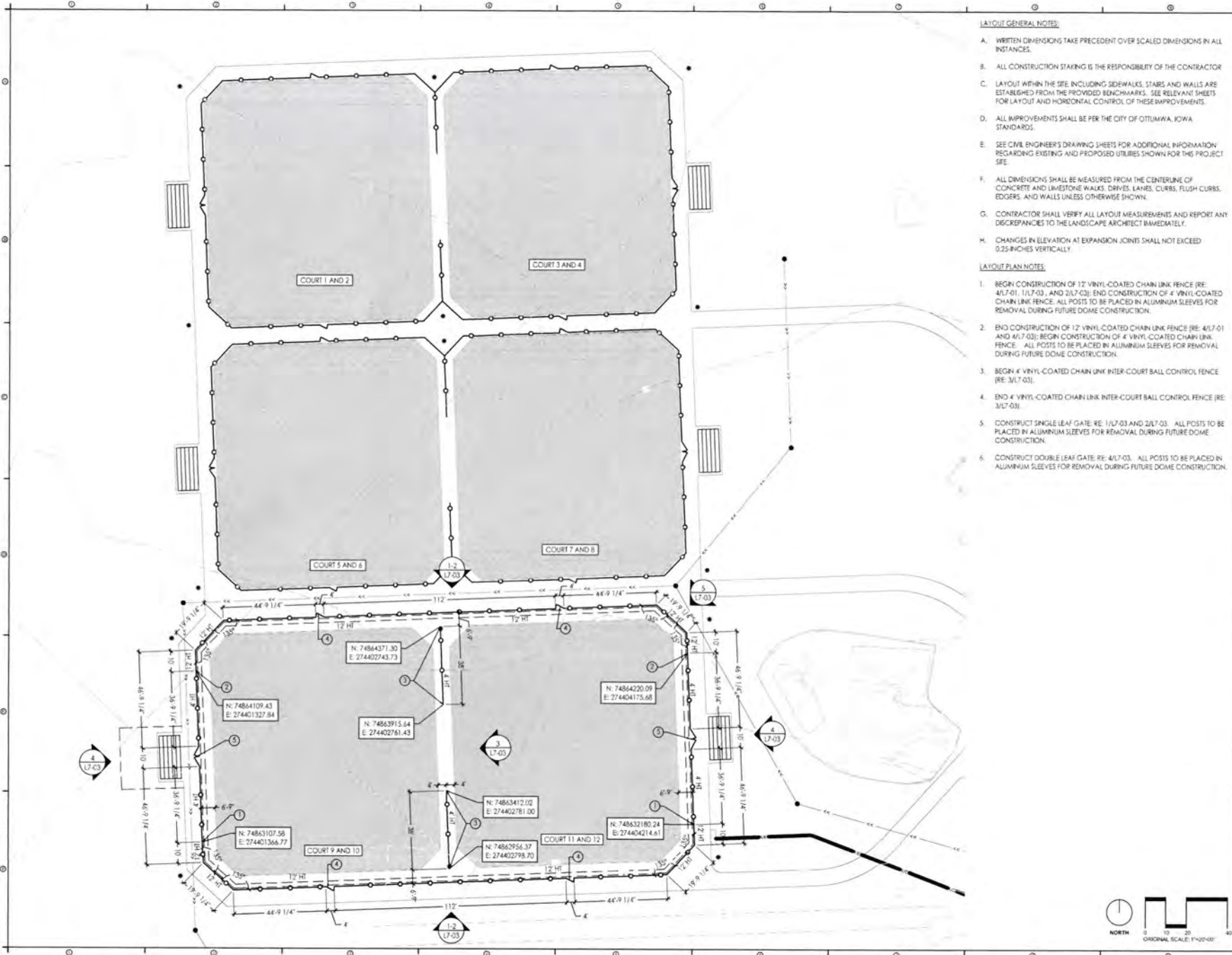
PROJECT NUMBER 6832

**BASE BID
 FENCING
 LAYOUT PLAN**

SHEET NUMBER

L4-03





LAYOUT GENERAL NOTES:

- A. WRITTEN DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS IN ALL INSTANCES.
- B. ALL CONSTRUCTION STAKING IS THE RESPONSIBILITY OF THE CONTRACTOR
- C. LAYOUT WITHIN THE SITE INCLUDING SIDEWALKS, STAIRS AND WALLS ARE ESTABLISHED FROM THE PROVIDED BENCHMARKS. SEE RELEVANT SHEETS FOR LAYOUT AND HORIZONTAL CONTROL OF THESE IMPROVEMENTS.
- D. ALL IMPROVEMENTS SHALL BE PER THE CITY OF OTTUMWA, IOWA STANDARDS.
- E. SEE CIVIL ENGINEER'S DRAWING SHEETS FOR ADDITIONAL INFORMATION REGARDING EXISTING AND PROPOSED UTILITIES SHOWN FOR THE PROJECT SITE.
- F. ALL DIMENSIONS SHALL BE MEASURED FROM THE CENTERLINE OF CONCRETE AND LIMESTONE WALKS, DRIVES, LANES, CURBS, FLUSH CURBS, EDGERS, AND WALLS UNLESS OTHERWISE SHOWN.
- G. CONTRACTOR SHALL VERIFY ALL LAYOUT MEASUREMENTS AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
- H. CHANGES IN ELEVATION AT EXPANSION JOINTS SHALL NOT EXCEED 0.25 INCHES VERTICALLY.

LAYOUT PLAN NOTES:

1. BEGIN CONSTRUCTION OF 12" VINYL-COATED CHAIN LINK FENCE (RE: 4/17-01, 1/17-03, AND 2/17-03); END CONSTRUCTION OF 4" VINYL-COATED CHAIN LINK FENCE. ALL POSTS TO BE PLACED IN ALUMINUM SLEEVES FOR REMOVAL DURING FUTURE DOME CONSTRUCTION.
2. END CONSTRUCTION OF 12" VINYL-COATED CHAIN LINK FENCE (RE: 4/17-01 AND 4/17-03); BEGIN CONSTRUCTION OF 4" VINYL-COATED CHAIN LINK FENCE. ALL POSTS TO BE PLACED IN ALUMINUM SLEEVES FOR REMOVAL DURING FUTURE DOME CONSTRUCTION.
3. BEGIN 4" VINYL-COATED CHAIN LINK INTER-COURT BALL CONTROL FENCE (RE: 3/17-03).
4. END 4" VINYL-COATED CHAIN LINK INTER-COURT BALL CONTROL FENCE (RE: 3/17-03).
5. CONSTRUCT SINGLE LEAF GATE (RE: 1/17-03 AND 2/17-03). ALL POSTS TO BE PLACED IN ALUMINUM SLEEVES FOR REMOVAL DURING FUTURE DOME CONSTRUCTION.
6. CONSTRUCT DOUBLE LEAF GATE (RE: 4/17-03). ALL POSTS TO BE PLACED IN ALUMINUM SLEEVES FOR REMOVAL DURING FUTURE DOME CONSTRUCTION.

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JBC

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 1075 Air Street
 27608-1822, Raleigh, NC 27608
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 www.jbcnc.com

ISG

**GREATER OTTUMWA PARK
 TENNIS COMPLEX - PHASE 1**
CITY OF OTTUMWA
 OTTUMWA, IA

ISSUE DATE: _____
 REVISIONS

#	DATE	DESCRIPTION

DRAWN: _____ REVIEWED: _____

**100%
 CONSTRUCTION
 DOCUMENTS**

PROJECT NUMBER: 0822

**ALTERNATE
 FENCING
 LAYOUT PLAN**

SHEET NUMBER:

L4-04

received
1-12-23 330

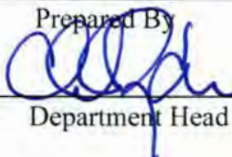
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 12, 2023

Police
Department

Lt. Mickey Hucks

Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Approve the contract for the purchase of (2) dual purpose Police dogs, training for (2) assigned Officers.
Police emergency vehicle equipment, canine transport/care equipment, Officer equipment/uniforms and installation for (2) current Police Utility vehicles.

****Public hearing required if this box is checked.****

—The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.—

RECOMMENDATION: Approve the contract for the purchase of (2) dual purpose Police dogs, training for (2) assigned Officers.
Police emergency vehicle equipment, canine transport/care equipment, Officer equipment/uniforms and installation for (2) current Police Utility vehicles.

DISCUSSION: The training for the canine handlers will begin on March 6-31st, 2023. These canine program will be an additional tool to serve our community. The assigned officers will be staffed in the Patrol division. These officers are part of current staffing levels. The department has been seeking donations and contributions to assist in funding the program. The funds will assist in-off setting costs incurred by the department on an on-going basis. The department has received donations and is currently seeking donations from other sources in and around our community. The contract was reviewed and recommendations were given by city legal services.

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of November 12th, 2022 by and between the Ottumwa Police Department, 330 W. 2nd St. Ottumwa, IA 52501 and Tree Town Consultants LLC (AKA Tree Town Kennels LLC) of 3140 Reed Ave, Forest City, IA 50436.

- 1. DESCRIPTION OF SERVICES.** Beginning on November 12th, 2022 Tree Town Kennels LLC will provide the Ottumwa Police Department the following services (collectively, the "Services"):
 1. Sale of (1) dual-purpose police dog, known as "Havoc" and training by Tree Town Kennels LLC. "Havoc" is a mutually agreed upon dog and will be trained in narcotic detection (cocaine, heroin, methamphetamine, ecstasy, and marijuana), building search, tracking, handler protection, and article location. The handler of this dual purpose canine will be offered a 200 hour basic, dual-purpose canine handler's course in narcotic detection (cocaine, heroin, methamphetamine, ecstasy and marijuana), building search, tracking, handler protection, and article location.
 2. Training from Tree Town Kennels LLC for dual purpose police dog known as "Rico". "Rico" is a dog awarded to the Ottumwa Police Department by Dogs for Law Enforcement (DLE), and will be trained by Tree Town Kennels LLC in narcotic detection (cocaine, heroin, methamphetamine, ecstasy, and marijuana), building search, tracking, handler protection, and article location. The handler of this dual purpose canine will be offered a 200 hour basic, dual-purpose canine handler's course in narcotic detection (cocaine, heroin, methamphetamine, ecstasy and marijuana), building search, tracking, handler protection, and article location.

2. PAYMENT. Payment shall be made in full to Tree Town Kennels LLC, Forest City, IA 50436 in the amount of \$22,500.00 due prior to these dual-purpose dogs being released to the Ottumwa Police Department. However half payment will secure K9's of choice until the date the dual-purpose dogs are released to the Ottumwa Police Department.

In the event of non-payment by the Ottumwa Police Department, the Ottumwa Police Department shall pay all reasonable costs of collection incurred by Tree Town Kennels LLC, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Ottumwa Police Department fails to pay for the Services when due, Tree Town Kennels LLC has the option to treat such failure to pay as a material breach of this contract and may cancel this contract and/or seek legal remedies.

3. TERM. This contract will terminate automatically on December 1st, 2023.

4. CONFIDENTIALITY. Tree Town Kennels LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Tree Town Kennels LLC, or divulge, disclose, or communicate in any

manner, any information that is proprietary to the Ottumwa Police Department. Tree Town Kennels LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract. Any oral or written waiver by the Ottumwa Police Department of these confidentiality obligations which allows Tree Town Kennels LLC to disclose the Ottumwa Police Department's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, Tree Town Kennels LLC will return to the Ottumwa Police Department all records, notes, documentation and other items that were used, created, or controlled by Tree Town Kennels LLC during the term of this Contract.

5. INDEMNIFICATION. Tree Town Kennels LLC agrees to indemnify and hold the Ottumwa Police Department harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Ottumwa Police Department that result from the breach of this agreement, or acts or omissions of Tree Town Kennels LLC and/or Tree Town Kennels LLC's employees, agents, or representatives.

6. WARRANTY. Tree Town Kennels LLC shall provide its services and meet its obligations under this contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Tree Town Kennels LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Tree Town Kennels LLC on similar projects.

Tree Town Kennels will provide a 1-year workability warranty starting from date of the 200hr course completion. This warranty is dependent upon handler maintenance of the national standard of 16 training hours a month. Training logs will be required for full warranty. Failure to complete this minimum standard will void the warranty of workability.

Tree Town Kennels LLC will provide a three-year Health Guarantee for hips and elbows, as well as documented genetic defects within one year of completion of the above mentioned canine handler's course. In the event of a canine replacement for these aforementioned reasons, the Ottumwa Police Department will be required to provide documentation and verification of the defect by a licensed Veterinarian to Tree Town Kennels LLC within 90 days of the diagnosis.

Tree Town Kennels LLC reserves the right to obtaining a second opinion at no cost to the Ottumwa Police Department. Warranty conditions become null and void for the following conditions:

1. Failure to provide heartworm testing at 6 months from the date the department takes possession of the canine as well as routine preventative testing and treatment as directed by a licensed veterinarian. Heartworm testing must be performed at 6 months to guarantee the conditions of this warranty.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Iowa.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written; Chief Chad Farrington, Ottumwa Police Department, 330 W. 2nd St., Ottumwa, IA 52501, and Andrew Klein, Co-Owner for Tree Town Kennels LLC, effective as of the date first above written.

Service Recipient:
Ottumwa Police Department

By: _____

Chief Chad Farrington,
Ottumwa Police Department Service Provider:
Tree Town Kennels LLC



By: _____ 11-12-22

Andrew Klein Co-owner/President Tree Town Kennels



Sales Order Form

r32b March 2012

Bill To:		Ship To:		Order Date	
Customer Name	Ottumwa Police Department	RACOM		EDACS	
Address	330 W 2nd St.	213 SE 16th St		P25	
City	Ottumwa	Pella		Conventional	
State & Zip Code	Iowa 52501	Iowa 50219		Other	
County	Wapello	Marion			
Phone/FAX	641-683-0661	641-628-1724			
Contact Name	Mickey Hucks	Jamie Monohon			
Contact E-mail	hucksm@ottumwa.us	jamie.monohon@racom.net			

Cust Acct Number		In Service Date	
Equip Order Number		Ship Via	
Customer P.O. Number		Terms	
Sales Person(s)	Jamie Monohon		

For Internal Use Only

Purch Ref#	Quantity	Model Number	Item Description	Unit Price	Extended Price
GAMBER JOHNSON	2	7160-0454	Universal mount adapter	\$ 64.60	\$ 129.20
GAMBER JOHNSON	2	7170-0734-03	2020+ ford police interceptor utility low pro console with cup holder	\$ 537.89	\$ 1,075.78
GAMBER JOHNSON	2	16932	Soundoff signal 400 series faceplate	\$ 28.80	\$ 57.60
GAMBER JOHNSON	2	16030	Kenwood 5720 faceplate	\$ 28.80	\$ 57.60
GAMBER JOHNSON	2	16298	4.5" x 2" deep pocket	\$ 59.50	\$ 119.00
GAMBER JOHNSON	4	18492	1.5: blankplate	\$ 9.00	\$ 36.00
GAMBER JOHNSON	2	7160-0126	Pedestal printer mount	\$ 170.85	\$ 341.70
GAMBER JOHNSON	2	MCS-EPICMIC	mic braket	\$ 47.60	\$ 95.20
SOUNDOFF SIGNAL	6	EMPS2STS4D	mpower® 4" Fascia Light w/ Stud Mount red/white	\$ 134.75	\$ 808.50
SOUNDOFF SIGNAL	6	EMPS2STS4E	mpower® 4" Fascia Light w/ Stud Mount blue/white	\$ 134.75	\$ 808.50
SOUNDOFF SIGNAL	4	PMP2WSDDDB	Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black	\$ 19.25	\$ 77.00
SOUNDOFF SIGNAL	2	EMPS1STS3D	mpower® 3" Grille Stud Mount red/white	\$ 120.45	\$ 240.90

Notes/Other Special Instructions

Conventional Frequency Listing

	Transmit	Receive
Channel 1		
Channel Guard		
Channel 2		
Channel Guard		

Sub-Total	\$43,451.92
Installation	\$0.00
Taxes	\$0.00
Shipping	\$1,000.00
Deposit	
Order Total	\$44,451.92

Customer Signature:

Sales Order Form

For Internal Use Only

Purch Ref#	Quantity	Model Number	Item Description	Unit Price	Extended Price
SOUNDOFF SIGNAL	2	EMPS1SLS3E	mpower® 3" Grille Stud Mount blue/white	\$ 120.45	\$ 240.90
SOUNDOFF SIGNAL	2	ENT2B3D	Intersector Under Mirror Mount Light red/white	\$ 204.60	\$ 409.20
SOUNDOFF SIGNAL	2	ENT2B3E	Intersector Under Mirror Mount Light blue/white	\$ 204.60	\$ 409.20
SOUNDOFF SIGNAL	2	TSA481RSR	nERGY® 400 Series Remote Siren w/ Knob Control 100 watt	\$ 657.80	\$ 1,315.60
SOUNDOFF SIGNAL	2	ETSS100J5	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	\$ 248.05	\$ 496.10
SOUNDOFF SIGNAL	2	TSSVBK01	Speaker Bracket (no drill) for Ford PI Utility 2020 - 2023	\$ 32.45	\$ 64.90
SOUNDOFF SIGNAL	2	EMPLB00K45-2CS	mpower 48" dual color with arrow, mounting feet	\$ 2,983.75	\$ 5,967.50
PELLA STOCK	2	ECVDMLTST2	Interior Cargo/Dome Light, Flush Surface Mount	\$ 45.10	\$ 90.20
				\$ -	\$ -
				\$ -	\$ -
TESSCO	2	513161	power car adapter for brother pocketjet printers	\$ 33.75	\$ 67.50
TESSCO	2	513160	usb cable for brother pocketjet printers 4 ft	\$ 16.25	\$ 32.50
TESSCO	2	349466	VHF unity antenna PTCN1520	\$ 12.21	\$ 24.42
TESSCO	2	332565	coax with base RG-58 NMO58U-NC	\$ 21.36	\$ 42.72
TESSCO	2	91538	RFU-505 UHF male connector	\$ 4.19	\$ 8.38
DEL CITY	2	77077	Master cutoff switch	\$ 60.15	\$ 120.30
TESSCO	4	15600-10-21	Fuse panel	\$ 41.63	\$ 166.52
HAVIS	2	CG-X	equipment timer	\$ 90.95	\$ 181.90
TESSCO	2	V23232-D0001-X001	75 amp relay	\$ 66.16	\$ 132.32
				\$ -	\$ -
				\$ -	\$ -
ROK BROTHERS	2	LP-IN1958-W	WIRELSS N - MIMO CELL & GPS - WHITE ANTENNA	\$ 280.29	\$ 560.58
ROK BROTHERS	2	LGMM-EXT-R	Thick ribbed panel adaptor	\$ 33.72	\$ 67.44
				\$ -	\$ -
SETINA	2	K9A13145	No spill dog bowl	\$ 35.69	\$ 71.38
SETINA	2	EK0690ITU12	Pager system for premier	\$ 534.65	\$ 1,069.30
SETINA	2	EK0691ITU12	Premier k9 system with bailout	\$ 2,115.65	\$ 4,231.30

Notes/Other Special Instructions- Actual shipping cost will be added to the order.

Conventional Frequency Listing	
<u>Transmit</u>	<u>Receive</u>
Channel 1	
Channel Guard	
Channel 2	
Channel Guard	

Customer Signature:

Sales Order Form

For Internal Use Only

Purch Ref#	Quantity	Model Number	Item Description	Unit Price	Extended Price
SETINA	2	EK0689ITU12	Maxi thin fan 10"	\$ 364.65	\$ 729.30
SETINA	2	CK2386ITU20-10	K9 ultimate 2 driver side deploy	\$ 3,059.15	\$ 6,118.30
SETINA	2	TK0241ITU20	Cargo box	\$ 1,452.65	\$ 2,905.30
SETINA	2	TPA9289	Cargo box radio tray	\$ 331.49	\$ 662.98
SETINA	2	BK0608ITU20	PB400 VS ALUM BUMPER W/PAD	\$ 492.15	\$ 984.30
SETINA	2	HK0810ITU20	PB6 STEEL HEADLIGHT GUARD WITH PB5 WRAP WITH PB5 WRAP	\$ 670.65	\$ 1,341.30
SETINA	2	SK0561ITU20	SKID PLATE STEEL	\$ 296.65	\$ 593.30
				\$ -	\$ -
				\$ -	\$ -
SHIPPING	1		shipping estimated	\$ -	\$ -
LABOR	2		labor hours	\$ 5,250.00	\$ 10,500.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
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				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

Notes/Other Special Instructions

Conventional Frequency Listing

Transmit Receive

Channel 1
Channel Guard

Channel 2
Channel Guard

Customer Signature:

received
1-12-23 1145

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jan 17, 2023

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 7-2023 - Resolution approving the City portion of maintenance costs related to elevator at the Law Enforcement Center

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 7-2023

DISCUSSION:

As part of the Joint Law Enforcement Center (JLEC) the City of Ottumwa and Wapello County share common space and amenities such as an elevator. The elevator was experiencing issues and needed repair. The sheriff was able to obtain service from Schumacher Elevator Co for \$86,764. A request was submitted for the city to contribute half of the bill or \$43,382. The attached resolution approves this request.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 7-2023

**RESOLUTION APPROVING THE CITY PORTION OF MAINTENANCE COSTS
RELATED TO ELEVATOR AT THE LAW ENFORCEMENT CENTER**

WHEREAS, the City of Ottumwa and Wapello County jointly occupy a facility known as the Law Enforcement Center; and

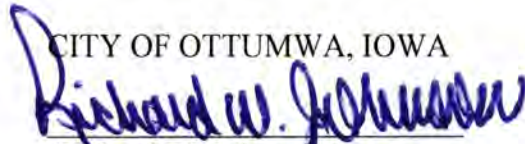
WHEREAS, the City of Ottumwa and Wapello County have entered into a Joint Law Enforcement Center Agreement regarding facility maintenance; and

WHEREAS, an invoice of \$86,764 related to repair to the elevator was received by the city for consideration of contributing a fifty percent share of the expense.

NOW, THEREFORE, BE IT RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that city contribution of \$43,382 is approved and to be paid to Wapello County upon the submission of an invoice; and that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 17th day of January, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



Chris Reinhard

From: Philip Rath
Sent: Wednesday, January 4, 2023 12:50 PM
To: Chris Reinhard
Subject: FW:
Attachments: Letter to City.pdf; Proposal - Wapello County Sheriffs Office.pdf; Schumacher Invoice 1 - SCH000050-4771.pdf

Chris,

I need to add this to the next agenda. Thanks.

Phil x607

(M) 641-931-0952

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From: Don Phillips <dphillips@wapellocounty.org>
Sent: Wednesday, January 4, 2023 9:53 AM
To: Philip Rath <rathp@ottumwa.us>
Cc: Brian Morgan <bmorgan@wapellocounty.org>
Subject:

Phil,

Attached is a letter reference the elevator at the law center. I wanted to send this to you so that you have an idea on the cost of the upgrade. Also I included the proposal and the first invoice for down payment, which Wapello County has went ahead and paid. Wapello Co can invoice the City of Ottumwa at the completion of the project.

Any questions please reach out to me.

Thanks

Sheriff Donald L. Phillips
Wapello County Sheriff's Office
330 W 2nd Street
Ottumwa, IA 52501
(641)684-4350
dphillips@wapellocounty.org

Wapello County Sheriff's Office

330 W. Second St.
Ottumwa, IA 52501
641-684-4350
www.wapellocounty.org



Don Phillips, Sheriff
Marty Wonderlin, Chief Deputy

January 3, 2023

To: Mayor, City of Ottumwa
City Council, City of Ottumwa
City Administrator, City of Ottumwa

There have been ongoing problems with the Law Center elevator this past year and Schumacher Elevator Company who handles the Law Center elevator has advised us that the elevator is outdated and it is very hard to find parts for the 20 year old elevator to make repairs.

I requested a proposal from Schumacher Elevator Co to upgrade the aging elevator and their listed cost is **\$86,764.00**.

I talked to Supervisor Brian Morgan and informed him of the cost of the upgrade to the elevator. Mr. Morgan advised me he had talked to several of you with the City of Ottumwa. Mr. Morgan advised me that the City of Ottumwa agreed to pay for half of the cost of the upgrade of the elevator at the Law Center, which is used by both Ottumwa Police and Wapello Co Sheriff's Office and the citizens wishing to conduct their busy with each entity. Below is the breakdown of the cost to upgrade the law center elevator. I have included a copy of the quote and a copy of the invoice for down payment paid by Wapello Co.


Wapello County pay: **\$43,382.00**

City of Ottumwa pay: **\$43,382.00**

Total: **\$86,764.00**

Wapello County can invoice you the amount at the completion. Please advise me if the invoice method is good for the City of Ottumwa.

Thanks


Sheriff Donald L. Phillips
Wapello County Sheriff's Office
dphillips@wapellocounty.org

Wapello County Sheriff's Office
SCHUMACHER ELEVATOR COMPANY PROPOSAL



ATTENTION:		PROJECT ID:	SCH000050-4771
COMPANY:	-	PROJECT TYPE:	Modernization - 2019 Code YR
PROJECT CITY:	Ottumwa	TAXES:	Included
PROJECT STATE:	IA	P&P BOND:	Not Included
SCHUMACHER BRANCH:	Ottumwa	PRIME CONTRACTOR:	Not Applicable



Bo McMahon



bo.mcmahon@schumacherelevator.com



(319) 406-1228

SUMMARY				
DESCRIPTION	CAPACITY	TOTAL STOPS	TRAVEL	PRICE
(#1) Hydraulic In-Ground	2100	2	12'-0"	\$86,764.00
				\$86,764.00

This quote is valid for 30 days from 11/22/2022. Typical production lead time is 12 weeks after all approved drawings are received. This quote is based on the information provided by the customer and is compliant with 2019 code. If information received reflects different field data or requirements, pricing will be adjusted and a new revised quote will be provided.



ELEVATOR (#1) – GENERAL OVERVIEW

ELEVATOR TYPE: HYDRAULIC	SPEED: 130 FPM	HOISTWAY WIDTH: EXISTING
SUB-TYPE: IN-GROUND	TRAVEL: 12'-0"	HOISTWAY DEPTH: EXISTING
CLASS: PASSENGER	FUTURE TRAVEL: N/A	ENTRANCE WIDTH: EXISTING
CAPACITY: 2100	OVERHEAD: 12'-0"	ENTRANCE HEIGHT: EXISTING
OPERATION: SIMPLEX	PIT DEPTH: 4'-0"	PLATFORM WIDTH: EXISTING
HOSPITAL CAR: NO	POWER SUPPLY: 460 VOLT / 3 PHASE	PLATFORM DEPTH: EXISTING
FRONT LANDINGS: 2	DOOR LOCATIONS: FRONT	INSIDE CAB WIDTH: EXISTING
REAR LANDINGS: 0	DOOR TYPE: SINGLE SPEED	INSIDE CAB DEPTH: EXISTING
SIDE LANDINGS: 0	MACHINE ROOM: ADJACENT LEFT	INSIDE CAB HEIGHT: EXISTING
WALKTHROUGHS: 0	PIT ACCESS: BOTTOM LANDING	SEISMIC ZONE: 0

NOTES: Proposal dimensions are for estimating purposes only and not for construction use. All dimensions to be verified during the engineering process and are subject to change.

ADDENDUMS:

ELEVATOR CAB

Retain Existing Cab

CONTROLLER & LANDING SYSTEM

Starter (Soft Start), SEC - APS (CEDES) Landing System, Controller: SEC Controller ASSY (Hydro-Auto-Mation-PLC, SS-5)

CAR STATION

Two-Way Audio/Visual Communication for hearing and/or speech impaired, RATH Phone, Emergency Light, Certificate Frame, Car Stations by Schumacher - #4 Stainless Steel

CAR DOORS & OPERATOR

Retain existing equipment.

JACK EQUIPMENT

Retain existing equipment.

SLING & PLATFORM

Retain existing equipment.

PIPING & POWER UNIT

Maxton UC4M-E2 Valve, L47.5" X D21.5" X H57" Tank, Machine Room Shut-Off Valve(s), SUBMERSIBLE PUMP (SEIM PA 045#4C), Power Unit Silencer, Pit Shut-Off Valve(s), 2 sch 40 piping, Dipstick 2009, Motor: 25HP80ST/20HP120ST 230/460V 3PH SUB ELMO

SIGNAL EQUIPMENT

Hall Stations by Schumacher - #4 Stainless Steel, Position Indicator(s) In COP, Car Traveling Lantern

HOISTWAY ENTRANCES

Retain existing equipment.

HOISTWAY EQUIPMENT

Travel Cable, Multi-Cable

ADDITIONAL COMPONENTS

Retain existing equipment.

UNIT PRICE:

\$86,764.00

All equipment provided by Schumacher Elevator company is non-proprietary – providing owners with the highest degree of flexibility in terms of maintenance and repair at the most competitive rates.

SUMMARY				
DESCRIPTION	CAPACITY	TOTAL STOPS	TRAVEL	PRICE
(#1) Hydraulic In-Ground	2100	2	12'-0"	\$86,764.00
TOTAL PRICE:				\$86,764.00

PROPOSAL ACCEPTANCE

This proposal document defines pricing, scope of work, and exclusions. Your signature below signifies acceptance of this proposal document. **This proposal document is not a contract. A binding contract agreement is required in order to commence work. Contract payment terms are subject to credit review.**

Purchaser: Wapello Co Sheriff's Office

Supplier: Schumacher Elevator Company

Signature:

Donald Phillips

Donald Phillips (Dec 12, 2022 16:07 CST)

Signature:

Bo McMahon

Printed Name:

Donald Phillips

Printed Name:

Bo McMahon

Title:

Sheriff

Title:

Estimator & Project Manager

Date Signed:

Dec 12, 2022

Date Signed:

11/22/2022

OBLIGATIONS OF OWNER

The following work is the responsibility of the Owner, and at no cost to Schumacher Elevator Company. All work to be performed per the latest revision of the applicable national code and/or local code.

GENERAL WORK

- a. Provide all cutting of walls, floors or partitions, together with all repairs made necessary by such cutting or changes;
- b. Provide a staging and storage area close to the elevator hoistway;
- c. Provide for removal of all spoils and debris accumulated during excavation from the lowest landing of the premises as required;
- d. Both legal hoistway and machine room must be maintained at a temperature range 55°F - 85°F;
- e. Provide proper support and install inserts provided by Schumacher Elevator Company as shown on G-1 print of the approved drawings;
- f. Provide a legal machine room of adequate size, properly ventilated, lighted and heated per Elevator Code;
- g. Provide routing for hydraulic and electrical lines;
- h. Provide and install heat and smoke detectors as required;
- i. Complete all this work in such time as not to delay work of Schumacher Elevator Company;
- j. The price and installation schedule of Schumacher Elevator Company is based on these jobsite conditions existing at the beginning and during installation of the elevator equipment;
- k. Complete all work prior to state inspection, if reinspection is required, the cost will be shared by the parties involved.
- l. Provide a fire extinguisher in the machine room or in a location convenient to the machine space.
- m. In accordance with code, if sprinklers are installed in hoistway, machine room, control space or machine space, provide means to automatically disconnect the main line power supply of the affected elevator and any other power supplies used to move the elevator upon the application of water is required (**Not applicable in the state of Minnesota**);

HOISTWAY & PIT WORK

- n. Provide a legal hoistway of proper size with adequate pit depth, overhead height and be constructed to withstand forces and loads resulting from the use of the elevator;
- o. Provide code compliant means to extract water from the pit;
- p. Provide a hoisting beam as required at top of hoistway for digging and hoisting;
- q. Provide all necessary sill supports;
- r. Fill in around jack hole in pit, build in around door frames and grout under sills, as required by elevator contractor;
- s. Provide all cutting of walls, floors or partitions, together with all repairs made necessary by such cutting or changes;
- t. Provide all painting including hoistway doors and frames furnished with prime finish;
- u. Provide means to guard and protect the hoistway during the time the elevator is being installed;
- v. Provide sump pump and sump pit in elevator hoistway floor;

ELECTRICAL WORK

- w. Electrical disconnects, one for three phase and several single-phase power supplies, with properly sized wires, as require by the manufacturer;
- x. Provide standby power unit and means for starting it, that will deliver enough regulated power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed;
- y. Provide electrical power to machine room and connect to controller terminals, with an intervening fused disconnect properly located in machine room, including shunt trip breakers, if required;
- z. Provide a transfer switch for each feeder for switching from normal power to standby power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller;
- aa. Provide means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down;
- bb. Provide any required emergency power of adequate size to include switch gear and preconditioning signals, which may be required;
- cc. Provide without charge, adequate power for excavation and tools during construction, starting, testing, and adjusting of equipment;
- dd. Provide a separate 110-volt AC, 15-amp circuit fused disconnect terminated at controller;
- ee. Provide GFI outlet and guarded light and switch;
- ff. Provide means to guard and protect the hoistway during the time the elevator is being installed;
- gg. Hoistway lighting. If the controller for an elevator is being replaced, permanent lighting shall be installed in the hoistway of the elevator. Three-way switches to control the hoistway lighting shall be installed at the pit access door and the top landing access door. The lighting shall be sufficient to provide 10 foot- candles of light to the center of the elevator path measured when the car top lights are off. Engineering calculations that prove 10 foot- candles of light are provided to the center of the elevator path may be substituted for light meter measurements under circumstances such as a glass back car where use of a light meter is not practical. - **Iowa Chapter 73.8 (8)**;
- hh. ASME A17.1 2019 & IBC 2018 Code - Emergency Operation & Signaling Devices

For states that have adopted the ASME A17.1 2019 code or IBC 2018 the owner shall provide in addition to a dedicated analog phone line [1] an ethernet connection with internet access to the controller cabinet in the machine room. Per code, the ethernet connection is required to have 4-hour back-up power in the event power loss.

[1] Other options may be substituted such as cellular or VOIP. Please consult your local IT or telecom provider. This option still requires back-up power and must be communicated with your Schumacher Elevator Representative

*Fire control panel by others- **per National Fire Alarm Code 6.15.3.2**

The owner agrees to indemnify and hold harmless Schumacher Elevator Company against all claims, damages, losses, expenses, fines, and penalties, including but not limited to attorneys' and/or consultants fees, arising out of or resulting from the failure of the owner to carry out any obligations of the owner outlined in the foregoing agreement.

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT **SA504771** is entered into effective as of 12/12/2022 by and between SCHUMACHER ELEVATOR COMPANY, an Iowa corporation, located in Denver, Iowa, acting as an independent contractor and hereinafter referred to as the "Supplier", and -, of Ottumwa, IA, hereinafter referred to as the "Purchaser."

That for the consideration herein expressed, it is agreed by and between the parties as follows:

SECTION 1 - AGREEMENT

The Supplier agrees to furnish all labor, material, equipment, and supervision necessary to perform and complete the scope of work described in PROPOSAL DOCUMENT: **SCH000050-4771**

- A) The Project: **WAPELLO COUNTY SHERIFF'S OFFICE - OTTUMWA, IA**
- B) The Price: **\$86,764.00**

SECTION 2 - CONTRACT DOCUMENTS

The Contract Documents consist of this Contract agreement (hereinafter "Agreement"), exhibits, and supplemental documents such as drawings, schedules, specifications, and addenda provided such exhibits and supplemental documents are attached to this Agreement or described in this Agreement or an exhibit to this Agreement with sufficient clarity to enable each party to understand that the exhibits and other supplemental documents are part of this Agreement. This Agreement and any exhibits and supplemental documents that meet the criteria of the preceding sentence represent the entire integrated agreement between the parties hereto and supersede all prior negotiations, representations, proposals, quotations, or agreements whether written or oral.

SECTION 3 – GENERAL TERMS & CONDITIONS

1. Contract price is based on project completion by 1/12/2024. If project completion is delayed by persons other than Supplier beyond this date, then Supplier will be compensated by Purchaser for increases in the cost of material and labor through an increase in the Contract price that corresponds to the percentage change in Supplier's material costs and labor costs between the date of this Agreement and the actual completion date.
2. Supplier's design specifications supersede any descriptions or specifications in Purchaser's bid documents. Purchaser recognizes that minor differences in design, dimensions, and appearance between the product(s) supplied and the specifications are to be expected and are not a breach of this Agreement or a defect in the products manufactured by Supplier.
3. Supplier will commence work at the job site upon the Purchaser's completion of "Construction Requirements" form. All checklist items on the form must be completed prior to mobilization. If Supplier is unable to deliver materials and commence work on the scheduled start date, Purchaser will be responsible for storage at a rate of \$400 per week/per elevator.
4. In the event Purchaser or Owner demands that Supplier stop work at the jobsite due to circumstances beyond the Supplier's control, a remobilization fee of \$2,000 will be added to the contract price. A fully executed change order confirming Purchaser's agreement to pay the \$2,000 remobilization fee is required for Supplier to return to the jobsite.
5. Supplier will complete the scope of work during regular working hours of 6:00 A.M. to 5:00 P.M. (not to exceed 8 hours per day for new construction and 10 hours per day for alteration of existing elevators and in either case not to exceed 40 hours in a work week) during regular working days of Monday to Friday, excluding holidays. Expedited work schedules can be arranged between the Supplier and the Purchaser with a fully executed change order specifying the additional compensation to be paid for the expedited work.
6. Contract price includes (1) elevator inspection by the local authority having jurisdiction. Additional inspections by other entities and re-inspections due to code violations not caused by Supplier are not included, and subsequent inspections will be charged at a rate of \$400 for re-inspections without Supplier present, and at a rate of \$1,200 for re-inspections requiring Supplier to be present. A fully executed change order is required prior to Supplier performing re-inspections.

7. Supplier will notify Purchaser in writing when the Project has been completed. Purchaser will complete Supplier's "Ready for Inspection" form. All checklist items on the form must be completed prior to scheduling the inspection. The inspection will occur within (10) business days of Supplier receiving confirmation that the checklist items have been completed, or at the authority having jurisdiction's earliest convenience. At conclusion of elevator inspection, Purchaser shall have an authorized representative execute the uniform "Acceptance for Use" form.
8. At the conclusion of the project, the Supplier will perform safety, full load, and fire service tests to ensure that each elevator conforms to all applicable codes.
9. Temporary use and construction use of the elevator is not permitted unless approved by Supplier in writing. If Supplier agrees to temporary use of the elevator, Purchaser will sign Supplier's "Acceptance for Temporary/Construction Use" form to authorize any temporary use. Temporary Use will be provided at a rate of \$750 per month for a hydraulic elevator and at a rate of \$1,000 per month for a traction elevator. Temporary use will not cause the warranty period for Supplier's installation services to commence. The warranty period for Supplier's installation services will not commence until there is an executed "Acceptance for Use" form. Purchaser will be responsible to pay for replacement materials that are due to vandalism, damage, or misuse during the temporary use timeframe.
10. Elevator "runtime" is not included in this Agreement. If runtime is requested by Purchaser and provided by Supplier, Purchaser will be billed for runtime at the rate of \$150/hour for run time provided during normal business hours. Purchaser will sign an "Authorization for Runtime" form prior to the Supplier performing any runtime.
11. All work performed outside of the scope of this Agreement will be billed to Purchaser at a single worker rate of \$200 per man hour for regular time (6am to 5 pm) and \$375 per man hour for overtime (after 5pm and before 6am or over 8 hours per day or 40 hours in a workweek), plus any expenses. A team hour (a mechanic and an apprentice) will be billed at a rate of \$350 per hour for regular time and \$675 per hour for overtime, plus any expenses. Purchaser must enter into a change order describing the additional work and confirming the applicable rate before Supplier is required to perform work outside the scope of this Agreement.
12. Supplier will provide the following electronic closeout documents: standard owner's information manual, standard final as built drawings, and Supplier's standard warranty. One paper copy of the closeout documents will be provided at the Purchaser's request. Additional paper copies are available at \$300 per set.
13. The terms of this Agreement shall not be supplemented or amended by Purchaser's bid documents or a contract provided by Purchaser. This Agreement sets forth the entire agreement between the parties. If the Purchaser accepts the terms of this Agreement by issuing a purchase order, Supplier shall not be bound by any of the terms in the purchase order, and none of the terms in the purchase order shall have the affect of amending, modifying or nullifying any of the terms of this Agreement. In the event of a conflict between the terms of Purchaser's purchase order and this Agreement, the terms of this Agreement shall govern the contractual relationship between Supplier and Purchaser.
14. Neither party shall be liable to the other party hereunder for special, indirect, consequential, exemplary or incidental damages.
15. Supplier will secure and maintain minimum insurance coverage to protect against claims for bodily injury or death, or for damage to property, which may arise out of the operations by the Supplier or by anyone employed by them. Certificates of Workers' Compensation, Employer's Liability, and Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability will be furnished to the Purchaser upon request.
16. If Purchaser terminates or cancels this Agreement, Purchaser shall be liable for all costs incurred by Supplier through the date of Supplier's receipt of Purchaser's written notice of cancellation. Purchaser agrees to pay any cancellation fees within ten (10) days of the cancellation date.

SECTION 4 – PAYMENT TERMS

MILESTONE	DESCRIPTION	PERCENTAGE VALUE	TIMING
Down Payment	Reserves spot on master schedule, begins submittal, engineering, and procurement process	25%	Billed upon execution of contract. Payment due Net 30 days.
Progress Billings	Storage and delivery of material, mobilization, field installation	Percentage of Completion	Billed monthly by the 20th of the month; for work completed through the end of the current month. Payment due Net 30 days.

- All change orders must be executed prior to the performance of the work described in the change order. However, if Purchaser instructs or directs Supplier to provide work outside the scope of this Agreement and the work is performed by Supplier without first obtaining a change order, then the change order must be signed by Purchaser prior to Supplier having an obligation to schedule the final inspection.
- If final payment is not made within 30 days of the final progress billing, the Supplier shall be relieved of the obligation to honor its warranty and any obligations to provide the warranty maintenance.
- Purchaser agrees to pay interest at the rate of 1.5% per month or 18% APR on all past due account balances.
- Purchaser agrees to pay all collection costs incurred to collect past due account balances. Collection costs include all reasonable attorney fees, collection agency fees, court costs, and litigation expenses.
- Purchaser agrees that should legal action become necessary to enforce collection of past due account balances, jurisdiction and venue shall be in the Iowa district court in Bremer County, Iowa.
- Any tax or other governmental charge imposed upon the sale of the goods shall be paid by Purchaser, and Purchaser’s failure to pay any applicable tax shall be a breach of this entire agreement.

SECTION 5 – WARRANTY

There are two components to Supplier’s warranty. Supplier warrants and guarantees it shall perform its labor in a skillful manner. Supplier also provides a limited warranty regarding the products manufactured by Supplier.

Supplier’s labor (workmanship) is guaranteed for a period of (1) year from the date of the executed “Acceptance for Use” form for each elevator. The workmanship warranty excludes ordinary wear and tear, improper use, vandalism, abuse, misuse, neglect, or any other causes beyond Supplier’s control. This express limited warranty with respect to workmanship is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a specific purpose.

The terms of Supplier’s limited warranty with respect to products manufactured by Supplier are set forth in the “Standard Warranty – Packages & Components” attached as **EXHIBIT A**.

SECTION 6 – INDEMNIFICATION

Supplier shall indemnify and hold Purchaser harmless from and against all claims, damages, losses and expenses arising out of or resulting from any negligent act or omission of Supplier, Supplier’s Contractors, or anyone directly or indirectly employed by Supplier or Supplier’s Contractors. Supplier shall not be obligated to indemnify or hold Purchaser harmless for any claims, damages, losses and expenses arising out of or caused in whole or in part by any act or omission of Purchaser, Purchaser’s other contractors and Contractors, or anyone directly or indirectly employed by or supervised by Purchaser or Purchaser’s other contractors or Contractors.

SECTION 7 – RISK OF LOSS

Risk of loss shall pass to Purchaser as soon as the materials and equipment are delivered to the Purchaser. Purchaser shall pay all costs of insurance from the time that risk of loss passes to Purchaser.

SECTION 8 – FORCE MAJEURE

Supplier shall not be responsible for any delivery or failure to make delivery of all or any part of the goods purchased under this agreement due to federal, state, or municipal action, statute, ordinance, or regulation, strike or other labor trouble, acts of God or natural disasters, riot or other civil disturbance, inability to secure raw materials or supplies, or, without limiting the foregoing, by any other cause, contingency, or circumstance within or without the United States not subject to Supplier's control which prevents or hinders the manufacture or delivery of the goods sold hereunder. The provisions of this paragraph shall not be limited by any provision in which time is made of the essence.

CONTRACT ACCEPTANCE			
<i>Purchaser:</i>	Wapello Co Sheriff's Office	<i>Supplier:</i>	Schumacher Elevator
<i>Signature:</i>	 <small>Donald Phillips (Dec 12, 2022 16:07 CST)</small>	<i>Signature:</i>	
<i>Printed Name:</i>	Donald Phillips	<i>Printed Name:</i>	Ted Duffy
<i>Title:</i>	Sheriff	<i>Title:</i>	VP of Sales and Service
<i>Date Signed:</i>	Dec 12, 2022	<i>Date Signed:</i>	Dec 12, 2022

DO YOU NEED TO ISSUE A PURCHASE ORDER? No

P.O. #

EXHIBIT A

STANDARD WARRANTY – PACKAGES & COMPONENTS

Schumacher Elevator Company warrants all manufactured products to be free of defects in material and workmanship under normal and intended use conditions for a period of 1 year from the date of shipment from our factory.

During the term of the warranty, Schumacher Elevator Company will replace any product manufactured by Schumacher Elevator Company which is confirmed to be defective in material and/or workmanship by inspection at our factory.

This warranty excludes ordinary wear and tear, improper installation by others, improper use, vandalism, abuse, misuse, neglect, or any other causes beyond the control of Schumacher Elevator Company.

This warranty is voided if products are improperly exposed to the elements. The warranty is also voided if the manufactured products are altered or modified in any manner, including modifications or alterations to the circuitry. This warranty is also voided if improper wiring methods are used during installation of the manufactured products.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.

Schumacher Elevator Company will not be liable for any contingent or consequential costs such as the cost of installation of replacement or repaired products, travel expense, or any other expense incurred in connection with the replacement or repair.

Schumacher Elevator Company will not be liable for loss of profits, or any other indirect, consequential, or incidental damages.

Products not manufactured by Schumacher Elevator Company are not covered by this warranty. If Schumacher Elevator Company has purchased products from another manufacturer and resold such products to the Purchaser, the standard warranty provided by the third-party manufacturer, if any, will apply. The Purchaser is encouraged to refer to the description of warranty terms offered by third-party manufacturers in their respective O&M Manual.

This warranty replaces and supersedes any and all previous warranties offered by Schumacher Elevator Company.

WARRANTY EXCHANGE – PACKAGES & COMPONENTS

To begin the warranty exchange process, the Purchaser should contact our inventory department to request trouble shooting assistance and to obtain a Return Material Authorization (RMA) number. If Schumacher Elevator Company determines that an exchange is necessary, the replacement product will be sent via the appropriate shipping method along with the RMA number.

The Purchaser will be responsible for the cost of shipping the product in question, freight prepaid, with the RMA number included, to our factory for evaluation within thirty (30) days of the RMA being issued.

If the product in question is not shipped to Schumacher Elevator within 30 days of Purchaser's receipt of the replacement product, the Purchaser will be invoiced the full purchase price of the replacement product. No credit will be offered if the product in question is not returned within 30 days.

Upon receipt of the product in question, Schumacher Elevator will perform a full evaluation to determine whether the product has any defects in material or workmanship not caused by exclusions to Schumacher Elevator Company's warranty. If the evaluation determines that there are no defects in material or workmanship or existing defects are the result of a warranty exclusion, the Purchaser will be invoiced the full purchase price of the replacement product.

When returning products to Schumacher Elevator Company, the Purchaser is encouraged to use a trackable shipping method. Schumacher Elevator Company is not responsible for products lost, stolen or damaged in the course of shipping the products to Schumacher Elevator Company.



INVOICE

SCH000050-4771DP1

12/26/2022

Billing Email: dphillips@wapellocounty.org
Bill To Address: WAPELLO COUNTY AUDITOR
 101 W 4TH ST
 OTTUMWA, IA 52501

Customer Ship To: 1004019
Purchase Order: N/A

Description	Unit Price	Line Total
Down Payment	\$21,691.00	\$21,691.00
Wapello County Sheriff's Office		
JOB(S): 51779		
Milestone 1		
Reserve Spot on Master Schedule		
Begin Submittal and Engineering Process		
	Subtotal:	\$21,691.00
	Sales Tax:	-
	Total:	\$21,691.00

Please make all checks payable to Schumacher Elevator Company.

If you have any questions or concerns, please contact Chris Davis by email at chris.davis@schumacherelevator.com or by phone at 319-406-1207. Thank you for your business!

Schumacher Elevator Company
 One Schumacher Way, Denver, Iowa 50622
 (319) 984-5676
accounting@schumacherelevator.com

received
1-12-23 336

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: January 17, 2023

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #11-2023. Authorizing the Mayor to execute one (1) Permanent Easement and four (4) Temporary Construction Easement Agreements for Construction and Maintenance of Public Improvements for the CSO Phase 8 Division 1, East of Iowa Avenue Sewer Separation Project.

****Public hearing required if this box is checked. ****

****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Pass and adopt Resolution #11-2023.

DISCUSSION: In order to construct and maintain parts of East of Iowa Avenue storm collection system the attached easements are required. Staff has met and worked with each property owners explaining in detail the planned improvements. Existing driveways and seeded areas will be restored once work has been completed.

The permanent and temporary easements will be recorded and will be deemed to run with the land.

The temporary easements are in effect during construction and allow areas wide enough for construction activities, once completed the temporary easements sunset.

Funding:
Budgeted amount: \$3,000,000
Current construction estimate is: \$2,650,000

RESOLUTION #11-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ONE (1) PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AND FOUR (4) TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR THE CSO PHASE 8 DIVISION 1, EAST OF IOWA AVENUE SEWER SEPARATION PROJECT

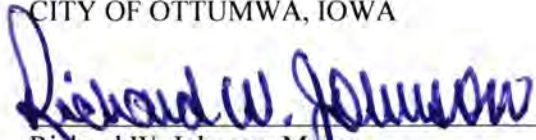
WHEREAS, The project includes the installation of new storm sewer lines.

WHEREAS, This resolution will authorize the Mayor to sign the easements with the property owners for construction of the public improvements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the one (1) permanent and temporary easement and four (4) temporary construction easement agreements for Construction and Maintenance of Public Improvements for the CSO Phase 8 Division 1, East of Iowa Avenue Sewer Separation Project.

APPROVED, PASSED, AND ADOPTED, this 17th day of January, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



Document 2023 0187

Book 2023 Page 0187 Type 06 058 Pages 4
Date 1/18/2023 Time 1:16:23PM
Rec Amt \$22.00

INDE ✓
CHK ✓
SCAN ✓
IMAG
AUD

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680) *Allia Bankson*
Return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501 *City Clerk*

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **John Kempf**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of installing a storm sewer on public Right of Way, together with necessary appurtenances thereto:

A Temporary Construction Easement across the North 30 feet of Lot 2 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner \$0.00 (Zero Dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto. In addition, subject to utilities, the City shall cut the bank abutting the alley to allow for easier property maintenance.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, driveway or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner. The temporary easement will terminate upon completion of the construction project.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

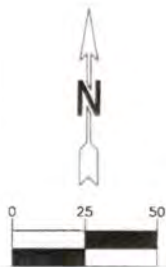
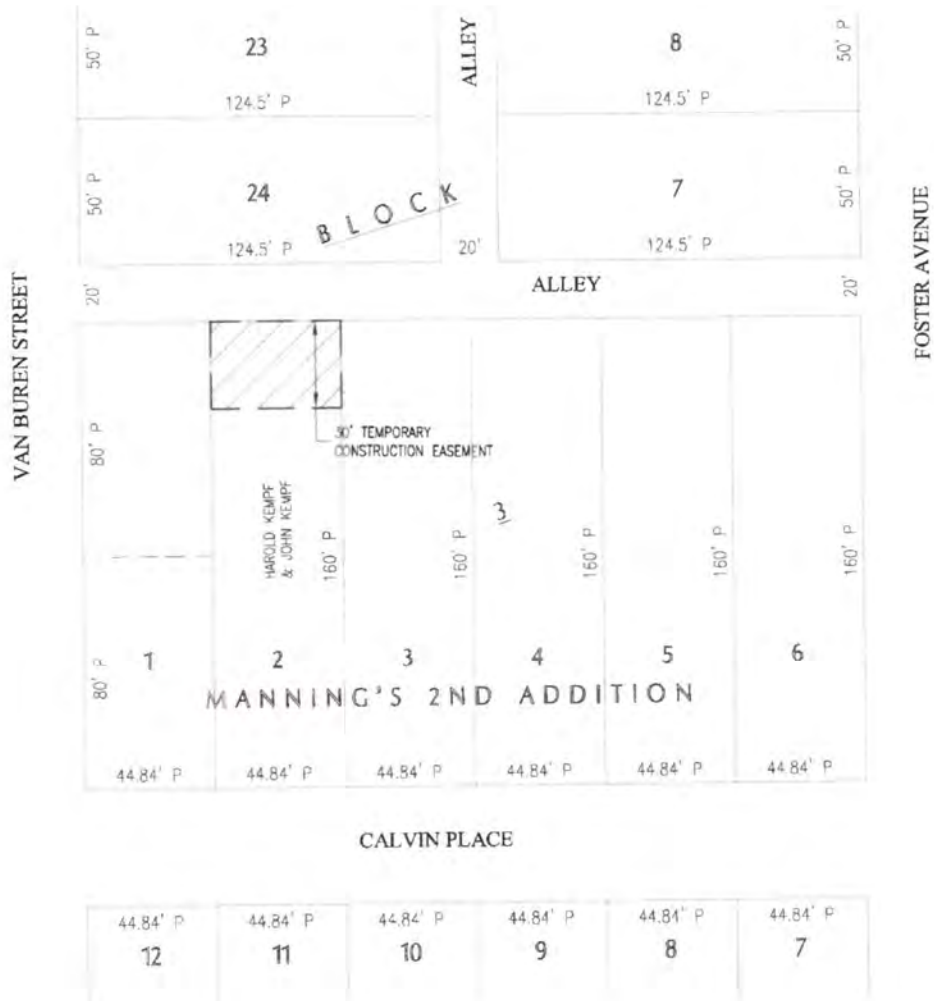


GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT PLAT

A Temporary Construction Easement across the North 30 feet of Lot 2 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.



- ▲ = SECTION CORNER FOUND
- = PROPERTY CORNER FOUND
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION

EASEMENT 02

HAROLD KEMPF & JOHN KEMPF
LOT 2 - BLOCK 3
MANNING'S 2ND ADDITION
OTTUMWA, IOWA

DATE: 09-28-22	DRN. TRH	APP. <i>GF</i>
FLD.BK.	PROJ.NO. 6022248	



Document 2023 0188

Book 2023 Page 0188 Type 06 058 Pages 4
Date 1/18/2023 Time 1:17:11PM
Rec Amt \$22.00

INDE ✓
CHK ✓
SCAN ✓
IMAG
AUD

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680) *Alicia Bankson*
Return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501 *City Clerk*

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Harold Allan Kempf**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of installing a storm sewer being placed in the public Right of Way, together with necessary appurtenances thereto:

A Temporary Construction Easement across the North 30 feet of Lot 3 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner \$0.00 (Zero Dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto. In addition, subject to utilities, the City shall cut the bank abutting the alley to allow for easier property maintenance.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, driveway or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner. The temporary easement will terminate upon completion of the construction project.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

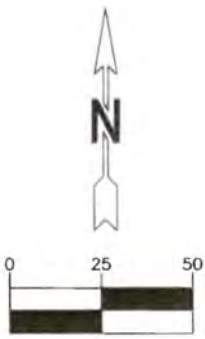
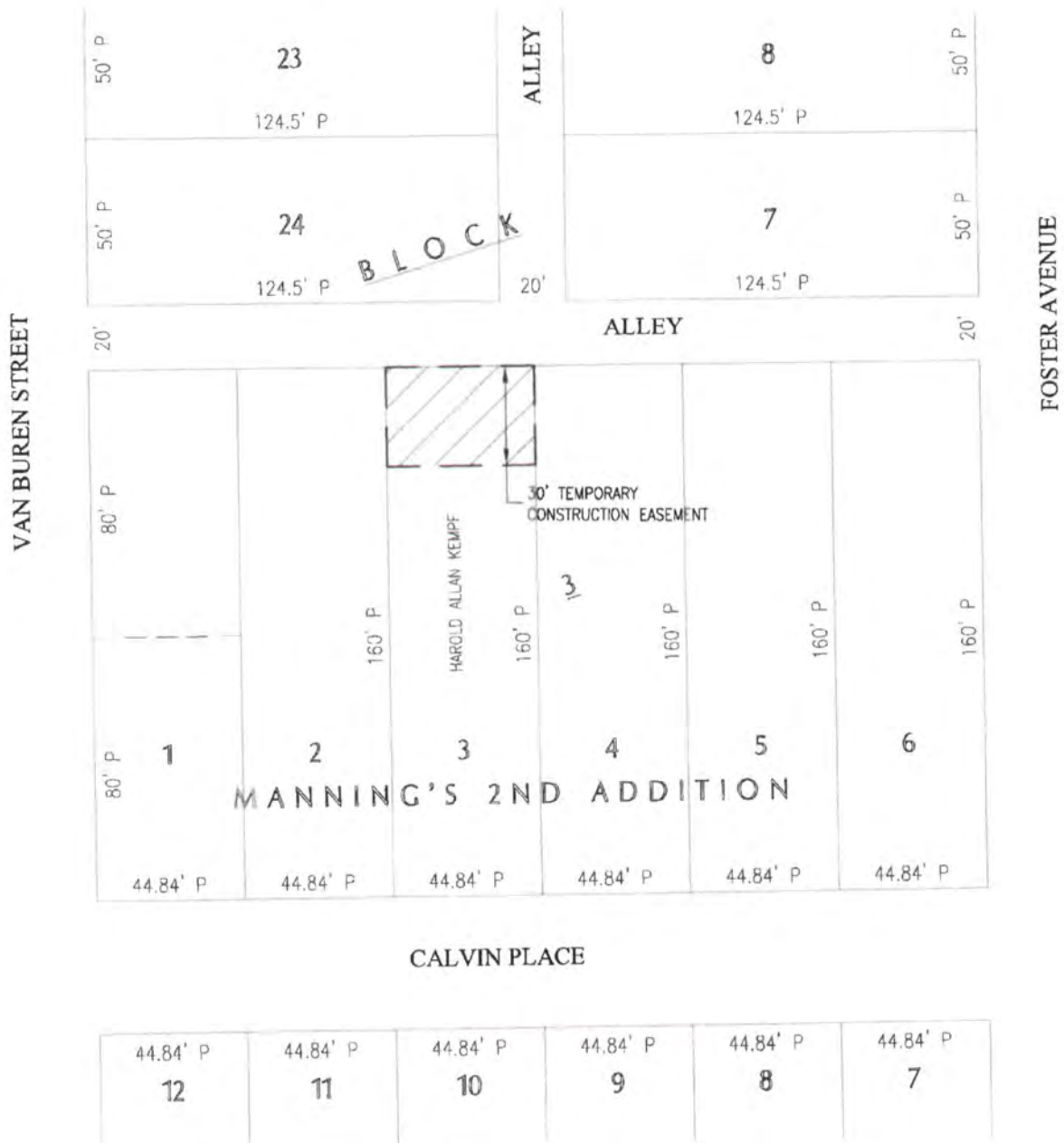


GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT PLAT

A Temporary Construction Easement across the North 30 feet of Lot 3 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.



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- P = PLATTED DIMENSION

EASEMENT 03

**HAROLD ALLAN KEMPF
LOT 3 - BLOCK 3
MANNING'S 2ND ADDITION
OTTUMWA, IOWA**

DATE: 09-28-22	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 6022248	



Document 2023 0189

Book 2023 Page 0189 Type 06 058 Pages 4
Date 1/18/2023 Time 1:17:42PM
Rec Amt \$22.00

INDE ✓
CHK ✓
SCAN ✓
IMAG
AUD

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680) *Alicia Bakson*

Return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501 *City Clerk*

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Scott A. Ellis**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of installing a storm sewer being placed in the public Right of Way, together with necessary appurtenances thereto:

A Temporary Construction Easement across the North 30 feet of Lot 4 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner \$0.00 (Zero Dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, driveway or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all

apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner. The temporary easement will terminate upon completion of the construction project.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

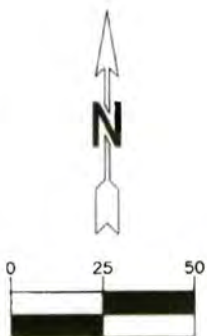
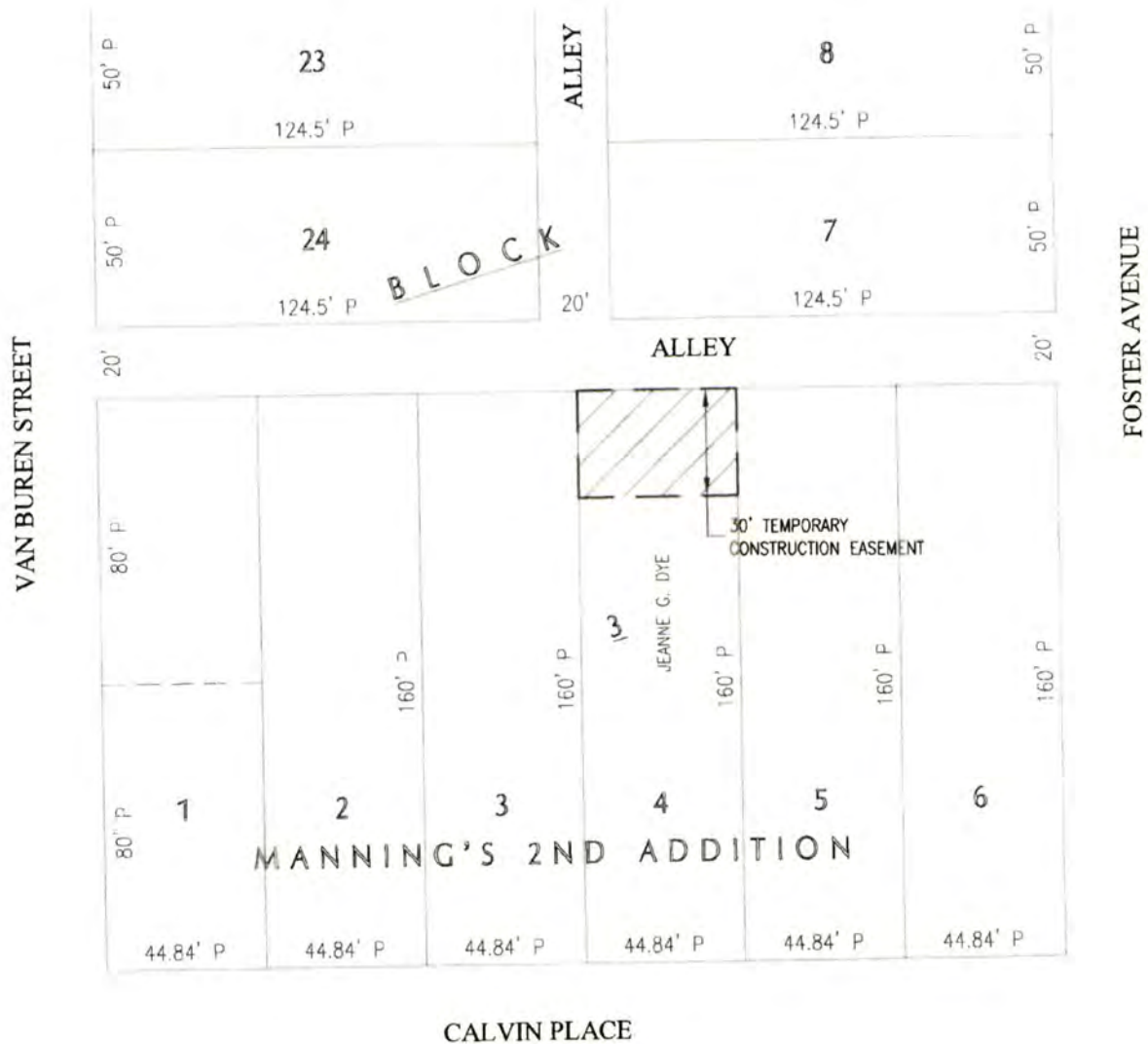


GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT PLAT

A Temporary Construction Easement across the North 30 feet of Lot 4 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.



- ▲ = SECTION CORNER FOUND
- = PROPERTY CORNER FOUND
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION

EASEMENT 04

SCOTT A. ELLIS LOT 4 - BLOCK 3 MANNING'S 2ND ADDITION OTTUMWA, IOWA		
DATE: 09-28-22	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 6022248	



Document 2023 0190

Book 2023 Page 0190 Type 06 058 Pages 5
Date 1/18/2023 Time 1:18:11PM
Rec Amt \$27.00

INDE ✓
CHK ✓
SCAN ✓
IMAG
AUD

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680) *Alicia Bankson*
Return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501 *City Clerk*

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Harold Kempf**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of installing a storm sewer on public Right of Way, together with necessary appurtenances thereto:

A Temporary Construction Easement across the North 30 feet of Lot 5 & 6 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner \$0.00 (Zero Dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, driveway or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all

apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner. The temporary easement will terminate upon completion of the construction project.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of January, 2023.

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk



STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of January, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 11-2023 Adopted by the City Council on the 17 day of January, 2023, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Katy King
Notary Public in and for Wapello County, Iowa

Signed the 10th day of January, 2023.

PROPERTY OWNER:

By: Harold Kempf
Conservator

ALL PURPOSE ACKNOWLEDGMENT

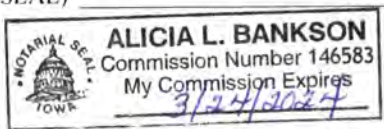
STATE OF Iowa)
) SS
COUNTY OF WAPELLO)

On this 10th day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Joyce Johnson and Harold Kempf, to me personally known or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s):
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(S):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(S).
- ADMINISTRATOR(S).
- or TRUSTEE(S)
- GUARDIAN(S)
- or CONSERVATOR(S)
- OTHER:

(NOTARY SEAL)



(Sign in ink) Alicia L. Bankson
(Print/type name) Alicia Bankson
Notary Public in and for the State of Iowa

IN THE IOWA DISTRICT COURT FOR WAPELLO COUNTY

IN THE MATTER OF THE

CONSERVATORSHIP OF GUARDIANSHIP OF KEMPF
HAROLD

Case No. 08901 GCPR007137

Letters of Appointment

Docket Event Code: LEAP

KNOW ALL PERSONS BY THESE PRESENTS:

That having been duly appointed and qualified as Guardian and Conservator of the above entitled matter,

Joyce Johnson

is vested with all powers authorized by law in the premises.

Letters issued: 10/10/2014



/s/ Deb Littlejohn

Clerk of Court/Designee
WAPELLO County

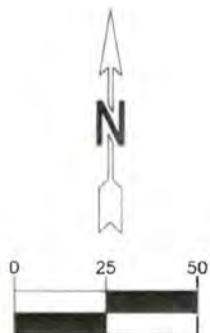
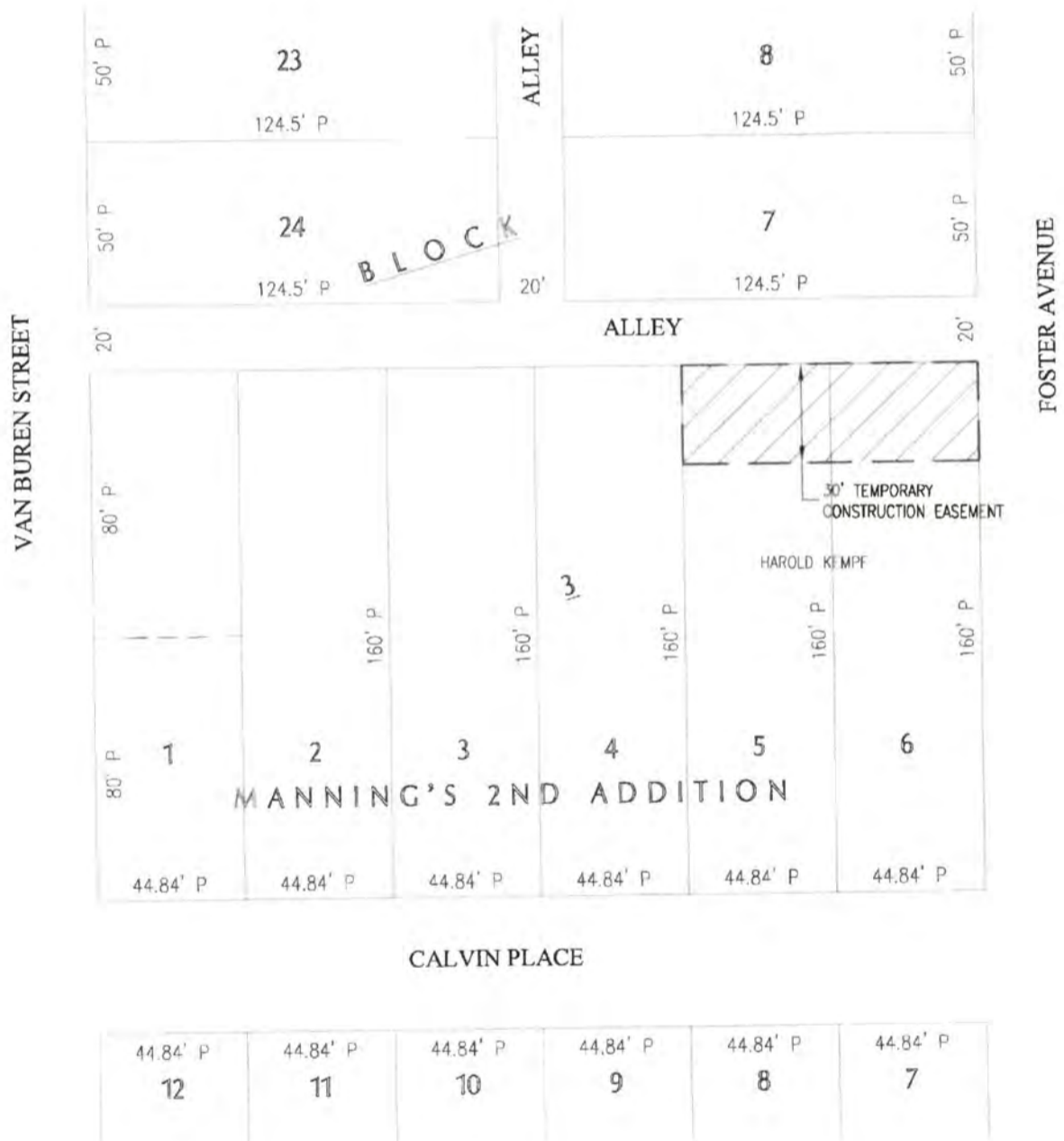


GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT PLAT

A Temporary Construction Easement across the North 30 feet of Lots 5 & 6 in Block 3 of Manning's 2nd Addition to the City of Ottumwa, Wapello County, Iowa.



- ▲ = SECTION CORNER FOUND
- = PROPERTY CORNER FOUND
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION

EASEMENT 05

HAROLD KEMPF LOTS 5 & 6 -BLOCK 3 MANNING'S 2ND ADDITION OTTUMWA, IOWA		
DATE: 09-28-22	DRN. TRH	APP. <i>GH</i>
FLD.BK.	PROJ.NO. 6022248	



Document 2023 0191

Book 2023 Page 0191 Type 06 058 Pages 4
Date 1/18/2023 Time 1:18:46PM
Rec Amt \$22.00

INDE ✓
CHK ✓
SCAN ✓
IMAG
AUD

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Alicia Barkson

Return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

City Clerk

**CITY OF OTTUMWA
PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Andy Alderson**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of reconstructing a driveway, together with necessary appurtenances thereto:

A Permanent Storm Sewer Easement Twenty feet (20') wide, Ten feet (10') each side of the centerline and a Sixty foot (60') wide and a Temporary Construction Easement Thirty feet (30') each side of the centerline of said easement that is more particularly described as follows: Beginning at a point Twenty feet (20') East and Thirty-three and Forty-one hundreds feet (33.41 ') North of the Northeast corner of Lot Eighty-three (83) of the Kate Redmon's Third Addition to the City of Ottumwa, Wapello County, Iowa, thence North 90°00'00" East 243.95 feet along said centerline terminating thereat.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall waive three connection fees.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of January, 2023.

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Richard W. Johnson, Mayor

Attest: Chris Reinhard
Chris Reinhard, City Clerk



STATE OF IOWA

WAPELLO COUNTY

}
} SS:
}

On this 17 day of January, 2023 before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson and Chris Reinhard, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 11-2023 Adopted by the City Council on the 17 day of January, 2023 and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 13th day of December, 2022.

PROPERTY OWNER:

By: Andy Alderson
Andy Alderson

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Wapello) SS

On this 13 day of December, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Andy Alderson and ✓ to me personally known, or ✓ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s),
- _____ ADMINISTRATOR(s),
- _____ or TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ or CONSERVATOR(s)
- _____ OTHER: _____

(NOTARY SEAL) _____

(Sign in ink) Katy King
(Print/type name) Katy King
Notary Public in and for the State of Iowa



INDEX LEGEND	
LOCATION:	AUDITOR'S LOT 5 NE 1/4 SECTION 30-72-13 OTTUMWA, WAPELLO COUNTY, IOWA
PROPRIETOR:	ANDY ALDERSON
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



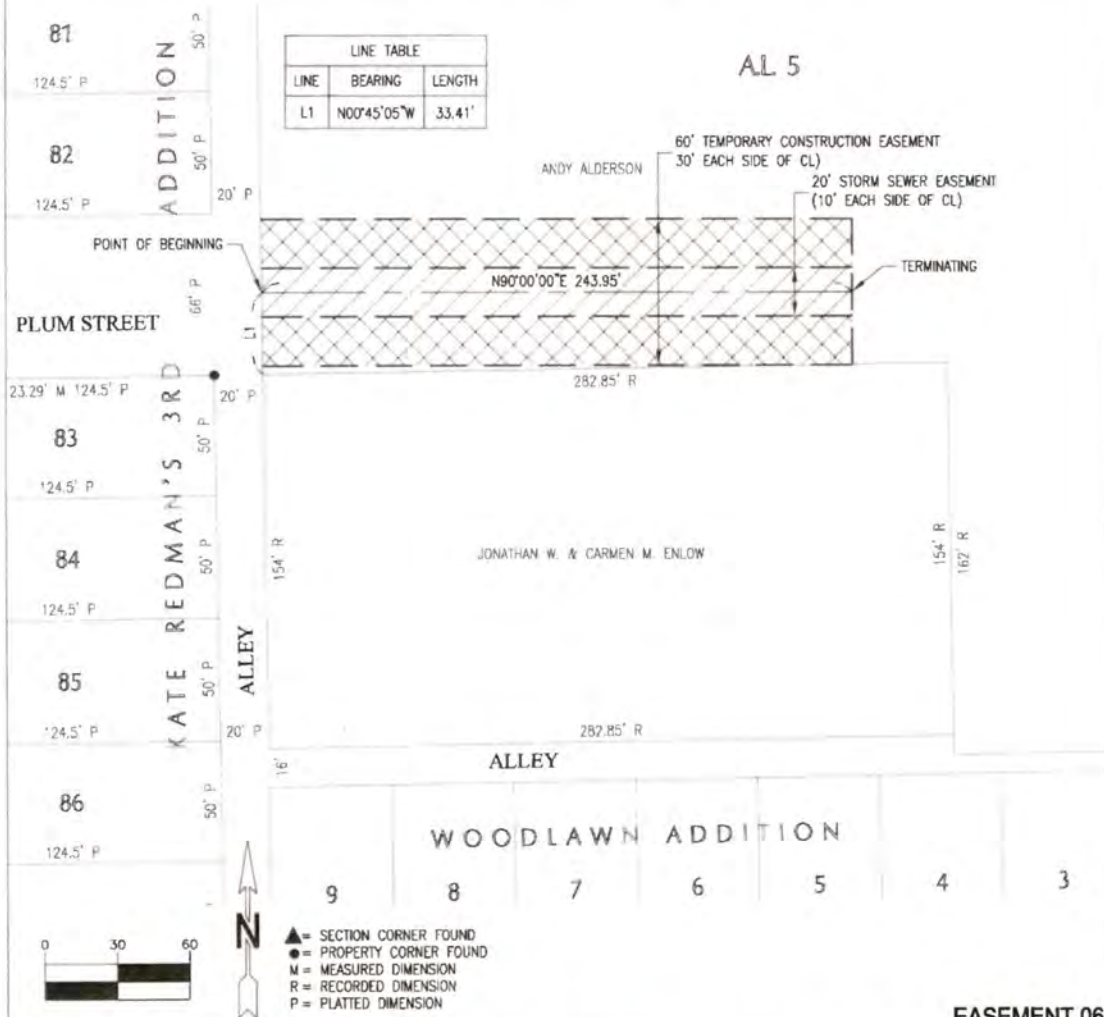
GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

A Permanent Storm Sewer Easement Twenty feet (20') wide, Ten feet (10') each side of the centerline and a Sixty foot (60') wide and a Temporary Construction Easement Thirty feet (30') each side of the centerline of said easement that is more particularly described as follows: Beginning at a point Twenty feet (20') East and Thirty-three and Forty-one hundreds feet (33.41') North of the Northeast corner of Lot Eighty-three (83) of the Kate Redman's Third Addition to the City of Ottumwa, Wapello County, Iowa, thence North 90°00'00" East 243.95 feet along said centerline terminating thereat.



EASEMENT 06

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Gary Wayne Keith
 Gary Wayne Keith, P.L.S. Date: 28 Sept 2022
 License number: 11420
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal: 1 of 1



ANDY ALDERSON
 PART OF AUDITOR'S LOT 5
 NE 1/4 SECTION 30-72-13
 OTTUMWA, IOWA

DATE: 09-28-22 DRN. TRH APP. *[Signature]*
 FLD.BK. PROJ.NO. 6022248

received
1-12-23 330

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: January 17, 2023

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #12-2023. Approve Change Order #6 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

Public hearing required if this box is checked.

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #12-2023.

DISCUSSION: Change Order #6 is to provide compensation to the Contractor for removing an old underground concrete pedestrian tunnel under Roemer Street and repairing a broken combined sewer pipe and soil void space under Locust Street.

Change Order #6 increases the contract amount by \$12,329.93. The new contract sum is \$12,173,797.18.

Blake's Branch \$5,414,099 (in TIF district) Main Street
Blake's Branch \$1,568,433 (outside TIF) Birch Street
Blake's Branch \$2,502,669 (in TIF district) South of Main Street
OWW \$1,957,173

Contract	\$11,742,070.00
CO #1	\$ 51,625.13
CO #2	\$ 21,037.50
CO #3	\$ 68,646.00
CO #4	\$ 273,498.62
CO #5	\$ 4,590.00
CO #6	\$ 12,329.93
New contract	\$12,173,797.18

Source of Funds: TIF, LOST, RU and Sewer Funds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #12-2023

A RESOLUTION APPROVING CHANGE ORDER #6
FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 PROJECT

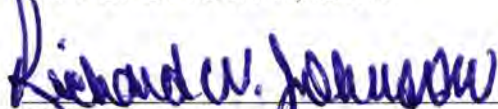
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 17, 2020 for the above referenced project; and

WHEREAS, Change Order #6 increases the contract amount by \$12,329.93 resulting in a new contract sum of \$12,173,797.18;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of January, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



January 6, 2023

CHANGE ORDER NO. 6

OTTUMWA, IOWA
 BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1

This change order is to provide compensation to the Contractor for removing an old underground concrete pedestrian tunnel under Roemer Street and repairing a broken combined sewer pipe and soil void space under Locust Street.

An old underground concrete pedestrian tunnel was located within the new storm sewer trench on Roemer Street. The old concrete tunnel must be removed to maintain the new storm sewer alignment and prevent any future utility conflicts or pavement failures on Roemer Street.

During construction of new storm sewer on Locust Street, the Contractor discovered a soil void space under the concrete pavement. The existing combined sewer pipe was broken and separated allowing soil material to be washed into the combined sewer pipe. The sewer pipe will be repaired and clean subgrade material and concrete pavement will be installed at void location on Locust Street.

The cost adjustment for the two items is based on a price negotiated with the Contractor as follows:

Change Order No. 6 make the following modifications to the contract:

- | | | |
|--------|--|-------------|
| Item 1 | Compensate the Contractor for providing all labor, materials, and equipment necessary to saw cut, remove, dispose of concrete top and walls, backfill, compact clean subgrade fill material and additional associated miscellaneous work for removal of underground pedestrian tunnel on Roemer Street | \$ 6,840.89 |
| Item 2 | Compensate the Contractor for providing all labor, materials, and equipment necessary to remove existing pavement, excavate, hand dig, repair combined sewer pipe, backfill, compact subgrade fill material, and additional associated miscellaneous work to repair combined sewer pipe and repair void space on Locust Street | \$ 5,489.04 |

Change Order No. 6 increases the contract amount by \$12,329.93.

LANGMAN CONSTRUCTION, INC.

CITY OF OTTUMWA, IOWA

By [Signature]

By _____

Title Project Manager

Title Director of Public Works

Date 1/10/2023

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By [Signature]

By [Signature]

Title Project Engineer

Title Executive Assistant

Date 1/10/2023

Date 1-10-2023