



**\*\*AMENDED AGENDA  
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 22  
Bridge View Center, 102 Church St.

August 5, 2025  
5:30 O'Clock P.M.

**PLEDGE OF ALLEGIANCE**

A. ROLL CALL: Council Member Hoffman, McAntire, Caviness, Reid, Galloway and Mayor Johnson

B. CONSENT AGENDA **Part I:**

1. Minutes from Regular Meeting No. 21 on July 15, 2025 as presented.
2. Acknowledge and approve August 5, 2025 Claims List as submitted by the Finance Department.
3. Recommend appointment of Tate Offenburger to the Human Rights Commission, term to expire 7/1/2029 and Tom Stewart to the Ottumwa Public Library Board of Trustees, term to expire 7/1/2031.
4. Civil Service Eligibility List for July 23, 2025: Turf Specialist Entrance and Police Officer Entrance.
5. Approve the purchase of 2026 Chevrolet 3500 Cab/Chassis 4 WD Truck from Vaughn Automotive, Ottumwa, Iowa, in the amount of \$44,542 with additional truck equipment installed at the price of \$21,828 per Iowa DAS Contract for the Street Department.
6. Approve the purchase of a 2 ½ Ton truck from Ascendance Trucks Midwest; equipped with Duz Mor Box and snow plow equipment for \$232,333, pending tariffs, for the Street Department.
7. Approve the purchase of a Case TV450B Compact Track Loader from Greiner Implement in the amount of \$107,589 for the Sewer Department.
8. Approve the purchase of a 2025 Chevrolet Silverado 2500 4 X 4 pickup truck from Vaughn Automotive, Ottumwa, Iowa, in the amount of \$53,475 with additional truck equipment installed at the price of \$4,216 per Iowa DAS Contract for the Street Department.
9. Approve the purchase of a Tilt Bed Trailer from Carroll Construction Supply, Ottumwa, Iowa, in the amount of \$12,250 for the Street Department.
10. Approve the purchase of a 2025 Elgin Pelican NP Street Sweeper, with options deemed necessary, in the amount of \$270,484 for the Street Cleaning Department.
11. Resolution No. 148-2025, approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for the Fiscal Year ending June 30, 2026.
- \*\*12. Canvasser/Solicitor application for Kin Home, 2578 W. 600 N. Suite 100, Lindon, UT 84042 - residential areas within city limits from August 4, 2025 – August 9, 2025.

B. CONSENT AGENDA **Part II:**

13. Beer and/or liquor applications for: Elks – Ottumwa Lodge #347, 413 South Iowa Ave.; Wal-Mart Supercenter #1285, 1940 Venture Drive; Uncle Buck's Bar & Grill, 518 Church Street, Outdoor Service Area for event on 8/9/2025; All applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Presentation of proposed park project in coordination with the Ottumwa Community School District and authorization for a conflict of interest waiver between the parties.

*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 Allison Avenue Reconstruction Project.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 144-2025, approving the plans, specifications, form of contract and estimated cost for the Allison Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 144-2025.

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 Cul-de-Sac Replacement Project.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 145-2025, approving the plans, specifications, form of contract and estimated cost for the Cul-de-Sac Replacement Project.

RECOMMENDATION: Pass and adopt Resolution No. 145-2025.

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 Lake Road Pavement Rehab Project.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 146-2025, approving the plans, specifications, form of contract and estimated cost for the Lake Road Pavement Rehab Project.

RECOMMENDATION: Pass and adopt Resolution No. 146-2025.

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 Bridge View Center Roofing Project.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 147-2025, approving the plans, specifications, form of contract and estimated cost for the Bridge View Center Roofing Project.

RECOMMENDATION: Pass and adopt Resolution No. 147-2025.

5. This is the time, place and date set for a public hearing on the Proposed Ordinance No. 3246-2025, Amending the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by changing

the zoning classification of the property known as parcel #007417540028000 Lot next to 1412 Sherwood from R-1 to R-5 Residential.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3246-2025, amending the Code of Ordinances by changing the zoning classification of a 2.5 Acre Parcel next to 1412 Sherwood from R-1 to R-5.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3246-2025.

G. ORDINANCES:

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

- 1. Removal of old shower house located in the Ottumwa Park Campground.

RECOMMENDATION: Approve the removal of the Old Shower House in the Ottumwa Park Campground.

- 2. Removal of the Tennis Courts in Ottumwa Park.

RECOMMENDATION: Approve the removal of Tennis Courts in Ottumwa Park by the Parks & Recreation Department.

- 3. WPCF Crane Truck #20 and Work Truck #45.

RECOMMENDATION: Approve disposal of Crane Truck #20 and Work Truck #45 from WPCF Fleet through online auction.

I. RESOLUTIONS:

- 1. Resolution No. 137-2025, accepting Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0073-027-2025 at the Ottumwa Regional Airport for the Apron and Taxi-Way Improvements.

RECOMMENDATION: Pass and adopt Resolution No. 137-2025.

- 2. Resolution No. 138-2025, accepting Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-19-0073-028-2025 at the Ottumwa Regional Airport for the Apron and Taxi-Way Improvements.

RECOMMENDATION: Pass and adopt Resolution No. 138-2025.

- 3. Resolution No. 139-2025, approve the Master Agreement with Kirkham Michael & Associates for Consultation Services at the Ottumwa Regional Airport and authorize the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 139-2025.

- 4. Resolution No. 140-2025, establishing a Policy related to Process and Procedures for Requesting Proclamations of the Mayor or City Council of the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 140-2025.

5. Resolution No. 141-2025, Resolution in Support of and Calling for a Special Election on the Imposition of a Local Option Sales & Services Tax Within the City of Agency, Iowa, at the Rate of 1%.

RECOMMENDATION: Pass and adopt Resolution No. 141-2025.

6. Resolution No. 142-2025, fixing date for a public hearing on the proposed vacation of a portion of the 12' alleyway running northwest/southeast between certain lots in Connell's addition and Norris's subdivision and primarily adjacent to an existing Ottumwa Community School District parking lot within the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 142-2025.

7. Resolution No. 143-2025, fixing date for a public hearing on the proposed vacation of an alleyway and any additional right-of-way existing on certain City-owned real estate all located in Norris' Subdivision Out Lot No. 33 within the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 143-2025.

#### 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

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**\*\*AMENDED – ADDED ITEM TO AGENDA THAT BECAME ITEM B-12 and shifted Liquor Licenses to Item B-13.**



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**FAX COVER SHEET**

City of Ottumwa

DATE: 8/4/2025 TIME: 1:10 PM NO. OF PAGES 5  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: \*\*AMENDED Agenda for the Regular City Council Meeting #22 to be held on 8/5/2025 at 5:30 P.M. at Bridge View Center, 102 Church Street.

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 DEPT. ID 4717  
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MEMO: Tentative Agenda for the Regular City Council Meeting #22 to be held on 8/05/2025 immediately following the BOH Meeting at 5:30 P.M. at the Bridge View Center, 102 Church Street.

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## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 21  
Bridge View Center, 102 Church St.

July 15, 2025  
5:30 O'Clock P.M.

The meeting was called to order at 5:36 P.M.

Present were Council Member Galloway, Hoffman, McAntire, Caviness, Reid and Mayor Johnson.

Hoffman moved, seconded by Reid to approve consent agenda Part I: Mins. from Regular Mtg. No. 20 on July 1, 2025 as presented; Ack. and approve July 15, 2025 Claims List; Ack. June 2025 Financial Stmts.; Recommend appointment of Tracy Hatfield to Ottumwa Housing Auth., term to exp. 11/22/2027, and Shelbi Dexter to Historic Preservation Comm., term to exp. 1/1/2029; Reappointment of Brenda Case to Historic Preservation Comm., term to exp. 1/1/2029 and John Fenner to Human Rights Comm., term to exp. 7/1/2029; Canvasser/Solicitor applications for Knights of Columbus for Annual Tootsie Roll Drive Sept. 19-20, 2025; Mad City Windows, Grimes, IA one month; July 16, 2025 – Aug. 15, 2025; Cindy Simmers for Hazel's Day; through Aug. 29, 2025; Approve purchase of Three (3) 2025 Ford Police Interceptor Utility AWD Vehicles from Stiver's Ford of Waukee, IA (\$49,989 each) total (\$149,967); Res. No. 131-2025, approving Contract, Bonds, and Cert. of Ins. for Wave Pool Painting Project; Res. No. 132-2025, setting Aug. 5, 2025 as date for Public Hearing on Proposed Ord. No. 3246-2025, rezoning a Parcel on Sherwood Ave. from R-1 to R-5. All ayes.

Galloway moved, seconded by Hoffman to approve consent agenda Part II: Beer and/or liquor applications for: Morgan's Corner Bar & Grill, 436 W. Second St. Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Caviness. Nays: Reid.

Hoffman moved, seconded by Galloway to approve agenda as presented. All ayes.

City Admin. Rath provided report to Council.

Mayor Johnson inquired if anyone from the audience wished to speak on agenda items. There were none.

This was the time, place and date set for a public hearing for Citizen Participation Regarding Proposed Activities Relevant to the Application for CDBG Funds. Brandon Dicks, Reg. Planner with Area 15 RPC reported: The need for this project was identified in a facility plan conducted by the City in 2025. The wastewater system is having ongoing problems with high infiltration from groundwater, root obstructions, and excessive cracking. Nature of the Proposed Activities: The existing system will be improved by lining a significant portion of the deficient sewer main. How the Proposed Activity will be funded: CDBG Program funds of \$491,000 through the IA Economic Development Auth. The City of Ottumwa will fund the remainder of the project with its own funds. Total est. cost \$982,000. Local funds will be approx. \$491,000. The CDBG application is due Sept. 1, 2025. City of Ottumwa will request \$491,000 from IA Economic Development Auth. Community Development Block Grant Program. The City of Ottumwa qualifies for CDBG funding based on the 2016-2020 American Survey Data that shows that 53.9% of the city's population is low to moderate income, which is greater than the required 51%. The project will take place in the Community of Ottumwa located in Wapello County. The primary improvement location is on the streets from S. Weller to S. Madison, between Mary St. and Silk Ave. Various other smaller locations are also planned. No persons will be permanently displaced as a result of this program. In the unlikely event that someone is temporarily displaced for their safety, accommodations will be made and funded by the grant program. The City of Ottumwa will adopt a Residential Anti-Displacement and Relocation Assistance agt. to comply with CDBG requirements and

will update as needed. A Comm. Development and Housing Needs Assessment was conducted. No objections rec'd. Galloway moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by Reid that Res. No. 134-2025, approving submission of CDBG Application for Sewer System Improvements, be passed and adopted. All ayes.

Galloway moved, seconded by Reid to pass first consideration of Ord. No. 3247-2025, Amending Sec. 2-552, Commission Appointed, of the Code of Ord. of the City of Ottumwa, IA for the Purpose of Revising Qualifications for Human Rights Commission. Rath reported; this allows for Human Rights Comm. to have residents of the City as well as up to two non-residents serving on the board. Caviness doesn't see any reason to entertain this Ord. and wants to leave requirements as citizens of Ottumwa. Other council members believe it is a good partnership between city and county. Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Reid. Nays: Caviness.

Galloway moved, seconded by McAntire to waive the second and third considerations; pass and adopt Ord. No. 3247-2025. Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Reid. Nays: Caviness.

Galloway moved, seconded by McAntire to approve purchase of replacement parts from VESSCO Inc. (\$20,625.31) for WPCF – VLR Cell No. 2. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 130-2025, a Res. in Support of and calling for Special Election on Imposition of Local Option Sales Tax Within the City of Kirksville, IA, at the Rate of 1%, be passed and adopted. All ayes.

Galloway moved, seconded by McAntire that Res. No. 133-2025, Adopting City of Ottumwa Policy to Remain in Compliance with Title VI of the Civil Rights Act of 1964, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 135-2025, Approving and Auth. Execution and Recording of Affidavit of Possession Concerning Certain Real Property Located between S. Market St. and S. Green St., be passed and adopted. All ayes.

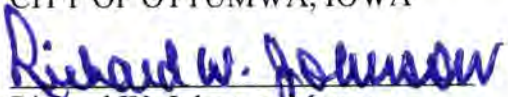
There being no further business, Galloway moved, seconded by Hoffman to adjourn mtg. All ayes.

Adjournment was at 6:17 P.M.

ATTEST:

  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 7/26/2025.

# Item No. B.-2.

<b>CITY OF OTTUMWA</b>		
<b>CLAIMS LISTING - COUNCIL MEETING 8-5-25</b>		
<b>Vendor Name</b>	<b>Purpose</b>	<b>Amount</b>
ALL AMERICAN	BUILDING MAINT REPAIR	\$ 1,500.00
ALLIANT ENERGY COMPANY	ELECTRIC	\$ 31,216.59
ATOMIC TERMITE & PEST	BUILDING MAINT REPAIR	\$ 135.00
AUTOZONE INC	VHCL MTCE SUPPLIES	\$ 240.73
BREKKIN SLY	REFUNDS	\$ 50.00
BRIDGE CITY SANITATION LL	SANITATION	\$ 2,263.00
CARQUEST AUTO	VHCL MTCE SUPPLIES	\$ 152.85
CENTURYLINK	Telephone/IT	\$ 1,110.89
CENTURYLINK	TELEPHONE/IT	\$ 5.52
CHILD SUPPORT SERVICES	CHILD SUPPORT PAYABLE	\$ 1,845.99
CURT STRUTZ	PROGRAM SUPPLIES	\$ 495.00
DEPT. OF THE TREASURY	ACCOUNTING & AUDITING	\$ 1,077.51
ELLIOTT BULK SERVICES LLC	VHCL MTCE SUPPLIES	\$ 201.54
ELLIOTT OIL COMPANY	REFUNDS	\$ 50.00
IMWCA	FIRE W/C 411 CLAIMS	\$ 750.00
INFOMAX	PHOTOCOPIES	\$ 655.95
INFOMAX OFF SYSTEMS INC	CONTRACTUAL SERVICES	\$ 714.77
MAIN STREET OTTUMWA	REFUNDS	\$ 50.00
MICHAEL AND GARNETTA DITTRICH	PAYMENTS TO OTHER ENTITIES	\$ 1,080.00
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 97.08
MISSIONSQUARE	ICMA DEF COMP PAYABLE	\$ 1,305.38
OTTUMWA HEALTH GROUP LLC	EMPLOYEE PHYSICALS/TESTS	\$ 684.00
PITNEY BOWES BANK INC	POSTAGE & SHIPPING	\$ 502.25
UKG KRONOS SYSTEMS LLC	CONTRACTUAL SERVICES	\$ 6,223.18
UPS	POSTAGE & SHIPPING	\$ 14.54
WAPELLO COUNTY UNITED WAY	UNITED WAY DED PAYABLE	\$ 10.00
WEIGHTS & MEASURES BUREAU	AVIATION FUEL	\$ 31.50
WINDSTREAM ENTERPRISE	Telephone/IT	\$ 1,408.96
WOODRIVER ENERGY LLC	NATURAL GAS	\$ 6,416.72
ALAN MENNINGA	REFUNDS	\$ 320.00
BRIDGE CITY SANITATION LL	RENTS & LEASES	\$ 580.00
DEPARTMENT OF JUSTICE	OPERATING SUPPLIES	\$ 427.20
ENVISIO SOLUTIONS INC	TECHNOLOGY SERVICES	\$ 16,500.00
GREINER IMPLEMENT CO INC	VHCL MTCE SUPPLIES	\$ 204.95
HUMANA INSURANCE CO	HEALTH CLAIMS	\$ 25,551.60
OTTUMWA WATER & HYDRO	WATER	\$ 95.60
A CHILD IS MISSING	DUES & MEMBERSHIPS	\$ 500.00
AA LOCKS & KEYS	OPERATING SUPPLIES	\$ 643.28
ABIGT LETTERING LLC	MERCHANDISE - RESALE	\$ 120.00
AED UNITED	EMS SUPPLIES	\$ 1,838.00
AHLERS & COONEY P.C.	OTHER PROF SERV	\$ 21,269.66
ALL ROADS TRUCK & TRAILER	VHCL MTCE SUPPLIES	\$ 590.24
ALTORFER	OTHER MAINT & REPAIR	\$ 8,583.66
ANTHEM SPORTS LLC	CAPITAL EQUIPMENT	\$ 17,482.07

ATLANTIC BOTTLING COMPANY	CONCESSION - RESALE	\$ 651.95
ATOMIC TERMITE & PEST	BLDG MAINT & REPAIR	\$ 148.00
BEN SHINN TRUCKING INC	STREET MAINT SUPPLIES	\$ 2,495.45
BLACKHAWK BODYSHOP AND	OTHER SMALL CAPITAL	\$ 550.00
BLACK'S TIRE COMPANY LLC	VHCL MTCE SUPPLIES	\$ 656.90
BRIDGE CITY SANITATION LL	REFUSE HAULING	\$ 5,093.38
BRIDGE VIEW CENTER	CONTRACTUAL SERVICES	\$ 99,144.00
BUB'S TREE CARE	TREE TRIMMING	\$ 5,000.00
BUDGET RESTAURANT SUPPLY	OTHER SMALL CAPITAL	\$ 1,141.20
CANTERA AGGREGATES LLC	STREET MAINT SUPPLIES	\$ 12,963.55
CAPITAL CITY BOILER &	EQUIP REPAIR	\$ 336.00
CARSON CHESNUT	REIMBURSEMENT	\$ 162.25
CENTRAL IOWA FASTENERS	OTHER SUPPLIES	\$ 284.75
CENTRAL SERVICE & SUPPLY	OTHER MAINT & REPAIR	\$ 4,764.08
CHRISTNER CONTRACTING INC	CONTRACTUAL SERVICES	\$ 121,229.50
CITY OF OTTUMWA, CEMETERY	CASH INVESTED PASSBK SVNG	\$ 598.00
CRESCENT ELECTRIC SUP CO	STREET MAINT SUPPLIES	\$ 5,046.70
D MYERS WELDING LLC	VHCL MTCE SUPPLIES	\$ 6,431.50
DANAE DOROTHY	TRAVEL & CONFERENCE	\$ 141.96
DENISES ALTERATIONS	SUSTENANCE SUPPLIES	\$ 748.00
DLT SOLUTIONS, LLC	TECHNOLOGY SERVICES	\$ 5,461.58
DR ANTHONY TATMAN	CONTRACTUAL SERVICES	\$ 700.00
ECOSYSTEMS INC	SLUDGE HAULING	\$ 4,128.00
ELLIOTT BULK SERVICES LLC	FUEL	\$ 1,658.96
ELLIOTT OIL COMPANY	FUEL TAX	\$ 14,369.96
FEH DESIGN	CONTRACTUAL SERVICES	\$ 33,006.75
GALLAGHER BENEFIT SERVICES INC	ACCOUNTING & AUDITING	\$ 1,500.00
GAMETIME	CAPITAL IMPROVEMENTS	\$ 24,000.00
GEOTECH SAND & STONE INC	STREET MAINT SUPPLIES	\$ 4,323.37
GREGG YOUNG AUTOMOTIVE	REFUNDS	\$ 100.00
GRP & ASSOCIATES	HAZARDOUS WASTE DISPOSAL	\$ 53.00
HAWKEYE POLYGRAPH	OTHER PROF SERV	\$ 1,050.00
HEIMAN FIRE EQUIPMENT	OPERATING SUPPLIES	\$ 21,736.00
HOPKINS & HUBBNER PC	LEGAL FEES	\$ 5,477.66
IDEAL READY MIX	STREET MAINT SUPPLIES	\$ 1,206.00
INGRAM LIBRARY SERVICES	LIBRARY MATERIALS	\$ 2,493.65
INTERSTATE INDUS. SERVICE	VHCL MTCE SUPPLIES	\$ 669.13
INTERSTATE POWERSYSTEMS	VHCL MTCE SUPPLIES	\$ 1,377.69
IOWA INTERNATIONAL	OTHER PROF SERV	\$ 120.95
IOWA LAW ENFORCEMENT ACADEMY	MISC CONTRACT WORK	\$ 200.00
IOWA ONE CALL	OTHER PROF SERV	\$ 340.20
IOWA SPORTS SUPPLY CO.	OPERATING SUPPLIES	\$ 310.00
J & J MOWING	WEED MOWING	\$ 8,543.75
JACQUELYN POPE	REIMBURSEMENT	\$ 30.00
JAELEN MCANTIRE	REFUNDS	\$ 100.00
JAMES TRAY	CLOTHING ALLOWANCE	\$ 160.48
JBS OTTUMWA	REFUNDS	\$ 50.00

JOHN SANDEGREN HEATING	OPERATING SUPPLIES	\$ 6,000.00
JOSH CHANCE	TRAVEL & CONFERENCE	\$ 73.17
KARI ROEMERMAN	REFUNDS	\$ 50.00
KARINA CRAYCRAFT	CLOTHING ALLOWANCE	\$ 89.26
KIRKHAM MICHAEL	ENGINEERING	\$ 8,489.49
KNOX	TECHNOLOGY SERVICES	\$ 721.00
KOHL WHOLESALE	CONCESSION - RESALE	\$ 7,922.64
LANGUAGE LINK	OTHER PROF SERV	\$ 55.86
LEGACY FIRE APPARATUS	VHCL MTCE SUPPLIES	\$ 143.28
LEGACY WIRE & SUPPLY LLC	OPERATING SUPPLIES	\$ 4,032.50
LEXIPOL LLC	OTHER PROF SERV	\$ 18,685.64
MACQUEEN EQUIPMENT	SUSTENANCE SUPPLIES	\$ 915.08
MAIN STREET OTTUMWA	CONTRACTUAL SERVICES	\$ 108,291.82
MANATT'S INC	STREET MAINT SUPPLIES	\$ 11,889.93
MEET OTTUMWA	CONV & VISITOR BUREAU	\$ 29,660.99
MICROBAC LABORATORIES INC	MISC CONTRACT WORK	\$ 612.50
MIKES TIRE AND	VHCL MTCE SUPPLIES	\$ 69.00
MOSE LEVY COMPANY INC	OTHER MAINT & REPAIR	\$ 945.00
MOTION INDUSTRIES	EQUIP REPAIR	\$ 337.34
MUNICIPAL PIPE TOOL CO LL	VHCL MTCE SUPPLIES	\$ 497.16
NORRIS ASPHALT PAVING INC	STREET MAINT SUPPLIES	\$ 1,392.78
NORSOLV SYSTEMS ENVIRONM	OTHER SUPPLIES	\$ 180.95
OCCUPATIONAL SAFETY SOLUT	OTHER PROF SERV	\$ 1,400.00
OFFICIAL PEST CONTROL	BLDG MAINT & REPAIR	\$ 55.00
PATRICK SHORT	TRAVEL & CONFERENCE	\$ 282.98
PIPER SANDLER & CO	CONTRACTUAL SERVICES	\$ 9,500.00
PPG ARCHITECTURAL FINISHE	OPERATING SUPPLIES	\$ 50.93
PRAIRIE AG SUPPLY INC	VHCL MTCE SUPPLIES	\$ 39.53
RACOM CORPORATION	AUTOMOTIVE EQUIPMENT	\$ 9,061.78
RG CONSTRUCTION LLC	CONTRACTUAL SERVICES	\$ 14,353.35
RJ PERFORMANCE INC	VHCL MTCE SUPPLIES	\$ 235.44
S & L ALL SEASON	VHCL MTCE SUPPLIES	\$ 461.91
SAMANTHA CAIN	TRAVEL & CONFERENCE	\$ 21.00
SCHUYLER HARLAND	Travel & Conferences	\$ 70.56
SCS ENGINEERS	ENGINEERING	\$ 3,173.38
SHANE CLOSE	REFUNDS	\$ 50.00
SNYDER WATER	SUSTENANCE SUPPLIES	\$ 420.00
STATE LIBRARY OF IOWA	CONTRACTUAL SERVICES	\$ 10,058.65
STEVE MUNDELL CONSTRUCTIO	BUILDING MAINT REPAIR	\$ 2,600.00
SUPREME STAFFING INC	CONTRACT EMPLOYEES	\$ 45,275.08
THE STITCH DOCTOR	OTHER SUPPLIES	\$ 211.48
TORRES CONSTRUCTION	CONTRACTUAL SERVICES	\$ 1,200.00
TRASH STICKERS INC.	TRASH TAGS & STICKERS	\$ 1,697.00
TUBE PRO INC.	OPERATING SUPPLIES	\$ 564.60
WAYNE'S TIRE	VHCL MTCE SUPPLIES	\$ 230.00
WEI-TAMEI	REFUNDS	\$ 50.00
WIJTAK MATAUTO	REFUNDS	\$ 100.00

WILLETT HOFMANN	CONTRACTUAL SERVICES	\$ 2,950.00
WINBCO	TOOLS & SMALL EQUIP	\$ 3,000.00
WINGER COMPANIES	RAMP MAINT & REPAIR	\$ 1,970.20
WRH INC	CONTRACTUAL SERVICES	\$ 68,325.08
YATES & YATES GLASS CO IN	BUILDING MAINT REPAIR	\$ 171.00
	TOTAL	<b>\$ 934,383.85</b>



August 5, 2025

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

A handwritten signature in black ink, appearing to read 'R. Johnson'.

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend appointment to the Human Rights Commission, term to expire 7/1/2029.

Tate Offenburger  
10380 Bladensburg Road

Recommend appointment to the Board of Library Trustees, term to expire 7/1/2031.

Tom Stewart  
1618 North Court

# Application for Appointment to City Advisory Board

(Received 7-1-25)

Application Approved after interview with Tate on 7-7-25.

Rick Johnson, Mayor

**Submitted by:** Tate Offenburger

**Submitted On:** 2025-07-01 14:41:07

**Submission IP:** 167.142.113.82 (172.31.29.43)  
proxy-IP (raw-IP)

**Status:** Open

**Priority:** Normal

**Assigned To:** Rick Johnson

**Due Date:** Open

Print



[ CITY OF ]

OTTUMWA

## APPLICATION FOR APPOINTMENT TO CITY ADVISORY BOARD

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards, Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

**Board, Commission, Committee, or Task Force to which appointment is desired (check all that apply):**

- Airport Advisory Board
- Board of Library Trustees
- Cemetery Trustees
- Civil Service Commission
- Historic Preservation Commission
- Human Rights Commission
- Inspection Board of Review
- Ottumwa Housing Authority Board
- Parks Advisory Board
- Planning and Zoning Commission
- Waterworks Board of Trustees
- Youth City Council
- Zoning Board of Adjustment

First Name

Last Name

Tate

Offenburger

**Street Address**

**\* City**

**\* State**

**\* Zip Code**

10380 Bladensburg Road

Ottumwa

IA

52501

**Home/Cell Phone**

**Email**

6412033416

offenburgert1@gmail.com

**Business Name**

**Business Street Address**

**City**

**State**

**Zip Code**

**Present Occupation**

**\* Previous Employment**

Student Development Specialist at Indian Hills  
Community College

Central College

**Date Available for Appointment**

08/01/2025

Format: MM/DD/YYYY

**Answer the following:**

**Community Service**

**List boards, commissions, committees, and organizations you are currently serving or have served on, offices held, and in what city.**

While working at Central College in Pella, IA, I served on an internal committee with our Building a Culture of Inclusion campaign. The committee that I served on was community focuses. One of the things the committee did was work with Walmart to provide hair and skin products for people of color. We also worked with the college proved events for the Pella community. Since moving to Ottumwa, I have volunteered with Grace Ottumwa church and American Gothic Performing Arts. I recently met with the Executive Director of Main Street Ottumwa to learn about volunteering with them as well.

Please list any professional or vocational licenses or certificates you hold. If none, type in "None".

While at Central I completed a microcredential class through the Association of Collee and University Educators and received a certificate in Fostering a Culture of Belonging.

---

**Personal**

**Have you ever worked for the City of Ottumwa? If yes, please list start date(s) and name(s) of department(s)**

Yes  No

---

**Are you related to any employee or appointee of the City of Ottumwa?**

Yes  No

**If yes, please indicate name(s) and relationship(s).**

---

**Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relations to your responsibilities as a member of the advisory body to which you seek appointment?**

Yes  No

**If yes, please indicate any potential conflicts.**

---

**Please furnish brief written responses to the following questions:**

**What is more specifically in your background, training, education, or interests which qualifies you as an appointee?**

As noted above I served on a committee focused on Building a Culture of Inclusion at Central College and I received a certificate after completing a class called Fostering a Culture of Inclusion. While at Central College I also served on our Title IX team, creating resources for students to know the Title IX process. Additionally, I worked with students to develop a specialty housing option called Inclusive Housing. Any student could apply to live in this housing community, but it became a safe place for trans and queer students, as well as students of color. I moved to Ottumwa in May of 2024 and started with work at Indian Hills Community College with Student Support Services. Our program is funded by the TRIO grant through the federal Department of Education. We serve first generation, low income, and students with disabilities. Since working here, I have been able to work with countless students from diverse backgrounds, living here in Ottumwa who need an array of support to help them graduate. This fall I plan to start my Master's in Community Development, and hope to use what I learn to help make positive changes in Ottumwa.

---

**What do you see as the objectives and goals of the advisory body to which you seek appointment?**

I love the diversity of Ottumwa. I see the main objective of the Human Rights Commission to work to make sure that all people in our community feel safe in welcome. I believe two main avenues to pursue this objective is through advocacy and education.

---

**How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?**

I am fairly new to the Ottumwa community, which I think could help provide a fresh prospective to the Human Rights Commission. I also think my experience in the world of higher education, especially at IHCC could help us think about additional populations in the Ottumwa community.

---

### **Youth City Council Applicants Only**

**Name of School**

**Year of Study**

### **Human Rights Commission Member Applicants Only**

**The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:**

Please see my responses above.

---

I hereby certify that the above information is correct to the best of my knowledge.

I certify the information is correct to the best of my knowledge.

By selecting the "I Agree" checkbox, I am signing this document electronically. I agree that my electronic signature is the legal equivalent of my manual/handwritten signature on this document. By electing "I Agree" using any device, means, or action, I consent to the legally binding terms and conditions of this document. I further agree that my signature on this document is as valid as if I personally signed the document in writing.

I Agree

**Name** **\* Date**

Tate Offenburger 07/01/2025

Format:  
MM/DD/YYYY



**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

I do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints, or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorized the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

I have read and fully understand the contents

**Date of Birth**

03/06/1992

Format: MM/DD/YYYY

By selecting the "I Agree" checkbox, I am signing this document electronically. I agree that my electronic signature is the legal equivalent of my manual/handwritten signature on this document. By selecting "I Agree" using any device, means, or action, I consent to the legally binding terms and conditions of this document. I further agree that my signature on this document is as valid as if I personally signed the document in writing.

I Agree

**Name** **\* Date**

Tate Offenburger

07/01/2025

Format:  
MM/DD/YYYY

**Board/Commission applying for:**

- Airport Advisory Board    Board of Library Trustees    Cemetery Trustees
- Civil Service Commission    Historic Preservation Commission    Human Rights Commission
- Inspection Board of Review    Ottumwa Housing Authority Board    Parks Advisory Board
- Planning and Zoning Commission    Waterworks Board of Trustees    Youth City Council
- Zoning Board of Adjustment

. . .

One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability, and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

**OPTIONAL**

The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.

**Areas of expertise**

---

**Advocacy experience**

---

**Community involvement**

---

<b>Current profession</b>	<b>Highest level of education</b>	<b>Race</b>
Student Development Specialist at IHCC	Bachelor's	White

<b> creed</b>	<b>Ethnicity</b>	<b>Color</b>	<b>Sex</b>
			Male

<b>Sexual orientation</b>	<b>Gender identity</b>	<b>National origin</b>	<b>Age</b>
Gay	Male		33

<b>Religion</b>	<b>Disability</b>
Christian	

Application Approved  
on 7-14-25

(Received 7/12/25)

Rick Johnson, Mayor

CITY OF OTTUMWA  
Biographical Data for Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Library Board

Name: Tom Stewart

Telephone: 641-682-2462

Email: (optional) Stewart4@MCHSI.COM

Address: 1618 N. COURT

ZIP: 52501

Business: Retired

Cell Telephone: 641-680-8824

Address:

ZIP:

Date Available for Appointment Immediate

E-Mail:

Present occupation: Semi Retired

Previous Employment: Education

Answer the following: (Use additional sheets if necessary)

**Community Service:**

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

Past: OTTUMWA PLAN + ZONE COMMISSION including chair  
Past AMERICAN HOME FINDING BOARD including offices  
Past: OTTUMWA YOUTH BASKETBALL LEAGUE

Please list any professional or vocational licenses or certificates you hold.

permanent professional Teaching certificate - State of Iowa

**Personal:**

(Have you ever worked for the City of Ottumwa?)

Yes \_\_\_\_\_ No

(If yes, please list dates and names of departments)

Are you related to any employee or appointee of the City of Ottumwa? (If yes, please indicate name and relationship.)

Yes  No

Spouse Mary STEWART is on the Water Board

Rules of law and ethics prohibit members from participating in and voting on matters in which they pay have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment). (If yes, please indicate any potential conflicts).

Yes  No

Are you aware of the time commitment necessary to fulfill the obligations of the advisory body to which you seek appointment?

Yes  No

Please furnish brief written responses to the three following questions: (Use additional sheets if necessary.)

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

2 masters' degrees  
Career in education

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

Make available educational materials

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

I would bring an open mind and a sense of fairness



One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

**OPTIONAL**

*The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.*

Areas of expertise	Education
Advocacy experience	Young people, Immigrants
Community involvement	
Current profession	part time college teacher
Highest level of education	2 master's degrees
Race	Caucasian
Creed	Protestant
Ethnicity	
Color	White
Sex	Male
Sexual orientation	Hetero
Gender identity	Male
National origin	USA - English/Irish Ancestry
Age	78
Religion	Protestant
Disability	NO



**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

I, Thomas Palow Stewart, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is OCT. 29, 1946

Thomas Palow Stewart

7-9-2025

**Signature of Applicant**

**Date**

Board/Commission applying for Library

City of Ottumwa  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0600 Fax 641-683-0613

**OTTUMWA CIVIL SERVICE COMMISSION**

**Turf Specialist – Entrance Eligibility List**

1. Joe Jacobs

Certified July 23, 2025

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

# **OTTUMWA CIVIL SERVICE COMMISSION**

## **Police Officer – Entrance Eligibility List**

1. Khyia Dyer
2. Zachary Denno
3. Deklan Hampton
4. Braden Stafford
5. Blake Klein

Certified July 23, 2025

**OTTUMWA CIVIL SERVICE COMMISSION**

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

received  
7/31/25 930

CITY OF OTTUMWA

Staff Summary

Council Meeting of: August 5, 2025

Jason McDaniel

Prepared By

Street  
Department

Phillip Burgmeier  
Department Head

PB

City Administrator Approval

AGENDA TITLE: Purchase of 2026 Chevrolet 3500 Cab/Chassis 4 WD Truck from Vaughn Automotive, Ottumwa, IA in the amount of \$44,542.00. Truck will be outfitted at Truck Equipment in the price of \$21,828.00 per Iowa DAS contract.

\*\*\*\*\*

\*\*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 purchase of 2026 Chevrolet 3500 Cab/Chassis 4 WD Truck from Vaughn Automotive with bid of \$44,542.00. Truck will be outfitted at Truck Equipment in the amount of \$21,828.00 per Iowa DAS contract.

DISCUSSION: The purchase price of this truck per IDOT State Bid Pricing is \$46,754.82. Karl Chevrolet of Ankeny had state bid price, but offered to beat it with a bid of \$45,392.04. Checking locally, Vaughn Automotive of Ottumwa presented a price of \$44,547.00. Truck Equipment will install a dump box, hitch, and strobe lights for \$21,828.00. The amount budgeted for the truck and equipment is \$82,000.00.

The current 2007 Dodge 3500 #18 will move to the no replacement. No replacement vehicles are spare vehicles, not in regular use, that are kept as backups in case of breakdowns. The current 2004 Chevrolet 3500 #208 currently on the no replacement will be sold through Gov.Auctions.

Replacement cost: \$66,370.00

Budgeted Amount: \$82,000.00

Source of Funds: 110-210-6727

Budgeted Item: Yes

Budget Amendment Needed: No



Jason Mcdaniel  
 2894 Highway 918  
 Eldon, IA 52554  
 C: (641) 799-6237  
 H: (641) 799-6237  
 85latenighter@gmail.com

**Stock #**

2026 Chevrolet , Body Type:

**Cash**

	Balance Due
\$0	<b>\$44,542</b>
\$1,000	\$43,542
\$2,000	\$42,542

MSRP/Retail	\$51,618.00
Discount -	\$7,256.00
Internet Sale Price*	\$44,362.00
Trade Difference (Before Fees)	\$44,362.00
Documentary Fee	\$180.00
Total Due (Financing Available)	<b>\$44,542.00</b>

407

**Customer Signature**

**Date**

**Manager Signature**

**Date**

*We'll buy your vehicle even if you don't buy ours! Market Value of Trade is based on condition you provided and is subject to physical inspection and road test. \*Selling Price plus tax & fees. Payments if provided subject to credit approval. All fee's are estimated, your state License Fee is not included unless itemized. It will be calculated & collected with final total. Only fee charged by our dealership is \$180 Doc Fee & \$165 Out Of State Processing Fee which is a pass through charge from our titling service ITS NATIONWIDE. All tax & fee's go to your state of residence. We Have Financing Available! We work with over a dozen banks and lending partners who compete with each other to get you the most competitive rates and best terms.*



Vehicle: [Retail] 2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (⚠ Incomplete)

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$48,800.00
Total Options	\$223.00
Vehicle Subtotal	\$49,023.00
Destination Charge	\$2,595.00
<b>Grand Total</b>	<b>\$51,618.00</b>

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Data Version: 26034. Data Updated: Jul 22, 2025 6:48:00 PM PDT



Vehicle: [Retail] 2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (⚠ Incomplete)

#### PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

#### SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9L3	Spare tire delete (STD)	0.00 lbs	0.00 lbs	\$0.00

#### PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

#### SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	\$0.00

#### SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs	\$0.00

#### RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 26034, Data Updated: Jul 22, 2025 6:48:00 PM PDT



Vehicle: [Retail] 2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck ( ▲Incomplete )

## Window Sticker

### SUMMARY

[Retail] 2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck MSRP \$48,800.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

### OPTIONS

CODE	MODEL	MSRP
CK31003	[Retail] 2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck	\$48,800.00
<b>OPTIONS</b>		
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	\$0.00
1WT	Work Truck Preferred Equipment Group	\$0.00
5N5	Rear Camera Kit.	\$73.00
9L3	Spare tire delete	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	\$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	\$0.00
<b>SUBTOTAL</b>		<b>\$49,023.00</b>
Adjustments Total		\$0.00

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Data Version: 26034 - Data updated: Jul 22, 2025 8:46:00 PM PDT



Quote ID: Q18749 Rev: 0

Quote Date: 11/7/2024

Quote Valid Until: 8/15/2025

P.O. Box 3265  
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 1 of 2

Customer: 60002

Ottumwa, City Of Public Works  
550 Gateway

Ottumwa, IA 52501

Contact: Jason McDaniel

Phone: (641) 684-2180

Email: mcdanielj@ottumwa.us

Salesperson: Scott Odendahl

<b>Make:</b> Chevrolet	<b>Model:</b> 3500	<b>Year:</b> 2025	<b>Single/Dual:</b> Dual
<b>Cab Type:</b>	<b>Wheelbase:</b> 0	<b>Cab-to-Axle:</b> 60	<b>VIN:</b>

**FURNISH AND INSTALL:**

**1 - CRYSTEEL 9' ETIPPER DUMP BODY**

Body ID - 87      Body OD - 96      Body Length - 9 FT  
Front Height - 40      Side Height - 14      Tailgate Height - 20

- Frame Style - WESTERN TUBULAR
- Longbeam Material - 7GA STEEL
- Longbeam Height - 7 INCH
- Front Style - 1/4 INTEGRAL CABSHIELD
- Side Style - Rigid Sides
- Tailgate Style - DOUBLE PANEL QUICK DROP
- Tailgate Release Style - MANUAL
- Front Material - 10GA STEEL
- Side Material - 12GA STEEL
- Tailgate Material - 10GA STEEL
- Floor Material - 1/4 AR STEEL
- Window - 9 X 35 TAPERED
- Quick Drop Handle Location - RIGHT
- Box Top Rail
- Rear Lights - LED MARKERS
- Rear Oval Light Cutouts for SST
- Primer Option - ALL
- Rustproof Longsills
- \*\* BLAST & PAINT Black\*\*

**1 - CRYSTEEL MODEL LBS516-96DM LP LO-BOY HOIST**

Standard Features and Specifications

NTEA Class 30  
Includes control lever, reservoir, rear hinge, and body prop  
Double acting  
50 Degree dump angle with subframe for 9.6' body

**OPTIONS INCLUDED IN THE PRICE:**

- Clutch pump to operate hoist
- 5/8" Hitch Plate w/ d-rings and ICC
- Bolt on 2 1/2" Receiver tube
- Mud Flaps with Anti-sail brackets
- 2 - 6" oval Strobes lights mounted in the rear pillars
- 2 - Surface mounted strobes in the grill
- HL15PC-A Highlighter on a plate on the dump body



Quote ID: Q18749 Rev: 0

Quote Date: 11/7/2024

Quote Valid Until: 8/15/2025

P.O. Box 3265  
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 2 of 2

- All Strobes wired HOT to a factory upfitter switch  
Install Factory provided BU Camera

**NET PRICE FOB DES MOINES: \$21,828.00**

**\*\*Pricing per Iowa DAS Contract: MA005-24134\*\***

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

- \* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- \* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- \* Sales Tax is not included unless otherwise noted.
- \*Due to the volatility of trade tariffs, the quoted price may change due to unforeseeable tariffs.**

**EQUIPMENT EVALUATION**

Vehicle: 18      Year: 2007      Model & Type: Dodge 1 ton  
 Dept: 210      Mileage: 68,658      Hour Meter: \_\_\_\_\_

The below evaluations are not actual estimates.

	<b>Comments</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Cost of Repair</b>
<b>Engine</b>	Has check engine light on, A/C really needs attention, says the A/C is dry after 1 day of putting in new 134A		X		\$ 2,000.00
<b>Transmission</b>	Transmission shifts smooth, no known issues with transmission		X		
<b>Transfer</b>	2 wheel drive N/A				
<b>Rearend/Final Drives</b>	No noise or fluid anywhere, seems to be in ok condition		X		
<b>Brakes</b>	Brakes are good, no noise or grinding		X		
<b>Tires/Steering</b>	Steering is tight and has no known issues		X		
<b>Body &amp; Frame Suspension</b>	Has some rust and dents, cab is rusty			X	\$ 5,000.00
<b>Miscellaneous (Interior/lights/windows)</b>	Lights and horn all work		X		
<b>Hydraulic System</b>	Hydraulic seems good, no issues lifting		X		
					<b>\$ 7,000.00</b>

2024 \$ 1,674.69  
 2023 \$ 2,150.24  
 2022 \$ 638.35  
 2021 \$ 1,236.82  
 2020 \$ 2,027.07

see instructions for  
 RTA

Checked by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: Yes      No

Destination: \_\_\_\_\_

received  
7-31-25 936

CITY OF OTTUMWA

Staff Summary

Council Meeting of: August 5, 2025

Jason McDaniel

Prepared By

Street  
Department

Phillip Burgmeier  
Department Head

PB

  
City Administrator Approval

AGENDA TITLE: Purchase 2 ½ ton truck from Ascendance Trucks Midwest. Which is equipped with Duz Mor Box and snow plow equipment with a bid of \$232,333.00, pending tariffs.

\*\*\*\*\*

\*\*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 purchase of a 2 ½ ton truck from Ascendance Trucks Midwest. Which is equipped with Duz Mor Box and snow plow equipment, with Sourcewell State Bid Purchase Price of \$232,333.00, pending tariffs.

DISCUSSION: The current 2014 Internation 2 ½ ton V-box #129 being replaced, will be transferred to the Airport. The current Case 621B 4 wheel drive #729 being used by the airport will be sold through Gov.Auctions.

Truck to be replaced is #129 which was purchased in 2014. #129 was evaluated on 11/12/2024 and was recommended for replacement by the Fleet Committee on 12/9/2024. The specs were presented on 5/28/2025 and were approved. The pricing is from Sourcewell State Bid of \$232,333.00 which is subject to change pending tariffs.

Replacement cost: \$232,333.00

Budgeted Amount: \$250,000.00

Source of Funds: 110-210-6727  
110-250-6727

Budgeted Item: Yes

Budget Amendment Needed: No

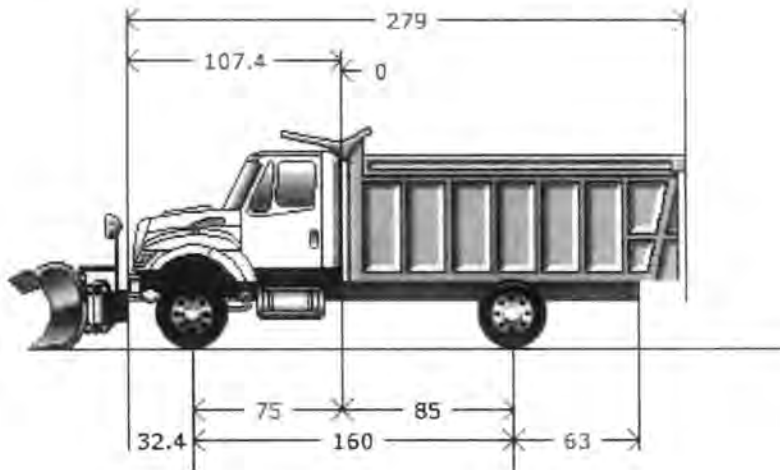
**Prepared For:**  
 CITY OF OTTUMWA  
 Jason McDaniel  
 105 E 3rd St.  
 Ottumwa, IA 52501-2999  
 (641)683 - 0603  
 Reference ID: N/A

**Presented By:**  
 Ascendance Trucks Midwest  
 Shane Broderick  
 3311 ADVENTURELAND DRIVE  
 ALTOONA IA 50009 -  
 (515)967-3300

Jason,

Here is the pricing for a new International HV507 4x2 priced using the National Sourcewell program our contract #032824-NVS. This vehicle would be produced at the end of this year. Right now there is a steel and aluminum tariff for any vehicle built after May 1st to July 4th for the amount of \$2,000. After July 4th the 90 day pause on the tariff will expire so we will need to see if there are any additional tariffs added or if the amount is reduced. If there are any additional tariffs added we would need to collect those from the City of Ottumwa, as of right now this is the only amount that is being added. Let me know if you have any questions and thank you for the opportunity to quote this.

\$113,929.00 International HV507 4x2  
 \$116,404.00 Hawkeye quote #1114 (price does not include optional stainless steel Duz-Mor  
 \$2,000.00  
 \*\*\*\*\*  
 \$232,333.00 Total for chassis, equipment and current tariff



**Model Profile**  
**2026 HV507 SFA (HV507)**

**AXLE CONFIG:** 4X2  
**APPLICATION:** Front Plow No Spreader  
**MISSION:** Requested GVWR: 36220. Calc. GVWR: 36220. Calc. GCWR: 80000  
**DIMENSION:** Wheelbase: 160.00, CA: 85.00, Axle to Frame: 63.00  
**ENGINE, DIESEL:** {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)  
**TRANSMISSION, AUTOMATIC:** {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway  
**CLUTCH:** Omit Item (Clutch & Control)  
**AXLE, FRONT NON-DRIVING:** {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity  
**AXLE, REAR, SINGLE:** {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63  
**CAB:** Conventional, Day Cab  
**TIRE, FRONT:** (2) 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position  
**TIRE, REAR:** (4) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**SUSPENSION, REAR, SINGLE:**  
**PAINT:**

31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs  
Cab schematic 100WK  
Location 1: 9219, Winter White (Std)  
Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV50700	Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 63.00 Axle to Frame.	5957/3683	9640

**AXLE CONFIGURATION**

1ANA	AXLE CONFIGURATION 4x2	68/-127	-59
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

**ENGINE**

12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	559/5	564
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	24/-6	18
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	6/0	6
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
<b>TRANSMISSION</b>			
13BDR	TRANSMISSION, AUTOMATIC (Allison 3500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	197/86	283
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0
13WDZ	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
<b>CLUTCH</b>			
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
<b>REAR AXLES, SUSPENSIONS</b>			
14051	AXLE, REAR, SINGLE (Meritor RS-23-160) Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63	0/215	215
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/142	142
14WVG	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints	0/0	0
<b>FRONT AXLES</b>			
2ARV	AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60
<b>FRONT SUSPENSIONS</b>			
3AGU	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 14,000-lb Capacity, for Reduced Deflection Vocational Use, with Shock Absorbers	106/0	106
<b>CABS, COWLS, BODIES</b>			

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16030	CAB Conventional. Day Cab	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XXC	COWL TRAY LID	7/4	11
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display), Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16HKA	IP CLUSTER DISPLAY Omit Display of Fault Codes in Instrument Cluster and Disable Blink Codes, Requires Service Tool to Retrieve and View Fault Code	0/0	0
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	2/7	9
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9
16VLV	MONITOR, TIRE PRESSURE Omit	-9/-2	-11
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	13/10	23
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16VSL	WINDSHIELD Heated, Single Piece	0/0	0
<b>FRAMES</b>			
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-42/105	63
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	144/-39	105
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0
<b>BRAKES</b>			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications  <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	0/0	0
4AZJ	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	-23/0	-23
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqn	2/0	2
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
4EVH	BRAKE CHAMBERS, REAR AXLE (MGM TR3030LP3TSHD) 30/30 Sqn Spring Brake	0/9	9
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4WDM	DUST SHIFTS, REAR BRAKE for Air Cam Brakes	0/10	10

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	7/4	11
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	12/9	21
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-20/28	8
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	2/0	2
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

**STEERING**

5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
5708	STEERING COLUMN Tilting	13/2	15
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black	0/0	0

**DRIVELINES**

6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	6/22	28
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**EXHAUST SYSTEMS**

7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	121/55	176
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7WCM	EXHAUST HEIGHT 8' 10"	12/12	24
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	8/8	16
7WAZ	TAIL PIPE (1) Turnback Type	5/5	10

**ELECTRICAL SYSTEMS**

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
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Includes

- : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- : STARTER SWITCH Electric, Key Operated
- : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- : WIRING, CHASSIS Color Coded and Continuously Numbered

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-35/12	-23
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	21/32	53
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	1/0	1
8XNY	HEADLIGHTS Halogen	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8541	HORN, ELECTRIC (2) Disc Style	1/0	1
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	8/2	10
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	5/3	8
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9

<b>Code</b>	<b>Description</b>	<b>F/R Wt (lbs)</b>	<b>Tot Wt (lbs)</b>
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails. Includes LED License Plate Light	-3/14	11
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8TME	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame. Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps	0/7	7
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XPN	USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0

**FRONT END**

9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
9HBM	GRILLE Stationary, Chrome	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0

**SPEEDOMETER, TOOLS, MISC**

10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10JPA	CUSTOMER IDENTITY for Sourcewell	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0

**FUEL TANKS**

15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab	6/11	17
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/-5	-5

**WHEELS, TIRES - FRONT**

27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	14/0	14
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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
7382135439	(2) TIRE, FRONT 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	4/0	4

**WHEELS, TIRES - REAR**

28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/28	28
7382135444	(4) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20

**WHEELS MISC OPTIONS**

29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	0/0	0
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	0/0	0

**BODY INTEGRATION**

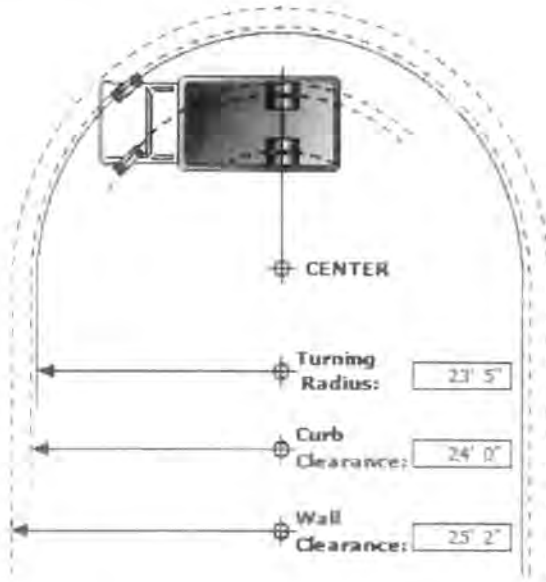
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
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**Services Section:**

**WARRANTY**

40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40YZL	SRV CONT, EXT CUMMINS ENG/AFTR To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
<b>Total Component Weight:</b>		<b>7573/4229</b> (lbs)	<b>11802</b> (lbs)
		(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Series: HV  
 Model: HV507  
 Description: HV507 SFA  
 Model Year: 2026

**Calculation Factors**

Wheelbase: 160  
 Front Axle: 0002ARV  
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity  
 Front Wheel: 0027DTT  
 Description: WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs  
 Front Tire: 07382135439  
 Description: TIRES, 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position  
 Steering Gear: 0005PSA  
 Description: STEERING GEAR, {Sheppard M100} Power

**Turning Radius Statistics**

General Information

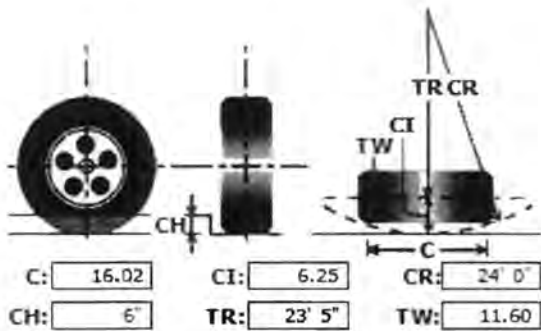
Inside Turn Angle: 45 Degrees  
 Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees  
 KingPin Center: 71.5

**Turning Radius - Curb View**

C - Curb Contact Length: 16.02  
 CI - Curb Clearance Increment: 6.25  
 CR - Curb Clearance Radius: 24'0"  
 CH - Curb Height: 6"  
 TR - Turning Radius: 23'5"  
 TW - Tire Width: 11.60



\* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



EST. 1946

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

Quote ID:	Q11114
Quote Date:	12/26/2024
Expiration:	1/25/2025

**Customer:** CITY OF OTTUMWA  
CITY HALL  
105 EAST THIRD  
OTTUMWA IA 52501

**Contact:** Jason McDaniel

**Phone:** (641) 799-6237

**Email:**

**Salesperson:** MICHAEL FULTON

Vehicle Make	Vehicle Model	Vehicle Year	Single/Dual	Cab to Axle	Vin #

We Are Pleased To Quote The Following For Your Approval:

Attention: Jason McDaniel

Phone: 641-799-6237

1 - Monroe Duz-Mor Chassis Mounted Spreader

- 10' In Length
- 48" High Sides
- 6.5 Cubic Yard Capacity
- 3/16" Steel Sides and Ends
- 1/4" Bolt-In Removeable Floor
- 45 Degree Sloped Sides
- Bi-Directional Swing-Out Chute Assembly
- 100% Continuously Welded
- Heavy-Duty Adjustable 4-Bolt Flange Bearings
- Full Opening Rear Tailgate
- 7-Gauge 24" Spinner Disc w/ Replaceable Fins
  - LED Spot Light Focused on Spinner
- Direct Drive Top Mounted Spinner Motor
- Dual 6:1 Spur Gearboxes on 2" Drive Shaft
- 34" Wide Conveyor
  - Pintle Chain with High-Temp Belt
- 1/2 Cabshield
  - Strobe Lights Installed in Light Boxes on Sides and Forward Facing
- 24" x 14" Adjustable Feed Gate
- 3/16" Diamond Plate Full-Length Catwalk on Both Sides
- Ladder on Driver's Side Rear
- Serial/Parallel Valve with Hi/Low Speed
- Powder Coated to Match Cab of Truck
- Amber LED Strobes Installed in Rear Corners of Body
- Pipe Kit for Hose Installation
- Completely Installed, F.O.B. Des Moines, IA

1 - Liquid Dispensing System

- Electric Pre-Wet Plumbing Kit
- Closed Loop Electric Base w/ 12" x 10" x 5" Enclosure
- 3 GPM Electric Pump to be Used in Conjunction with Dickey John Flow Meter
- (2) 100 Gal Tanks on Each side of Duz-More Catwalks
- 1GPM / 3 Nozzles



Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Quote ID:	Q11114
Quote Date:	12/26/2024
Expiration:	1/25/2025

- Mounting Kit, Cross Over Kit, Flush Kit
- Bulk Fill
- Quick Disconnect
- Low Level Sensor
- Completely Installed, F.O.B. Des Moines, IA

#### 1 - Monroe Front Snow Plow

- 11' In Length
- Full Moldboard Trip, Reversible w/ Integral Shield and Top Mounted Reversing Cylinders
- 36" Tall Moldboard
- 10 Gauge Roll Formed
- (6) One-Piece 1/2" Flame-Cut Tapered Ribs
- Dual Compression Trip Assemblies
- (2) 3" x 10" Double-Acting Cylinders w/ Cushion Valve
- 2-Chain Pickup
- 4-Attach Point Push Frame
- 14" Push Height
- .625 x 8" Steel Cutting Edge
- 100% Continuous Welded
- Shot-Blasted and Powder-Coated Orange
- Push-Frame and Frame Components are Powder-Coated Black
- Rubber Snow Deflector
- Parking Jack
- MC6000 Quick Hitch
- 36" Blade Markers
- SD Style Truck Portion Hitch
- 3" x 10" Single-Acting Lift Cylinder
- Boss LED Headlights w/ Heating Elements in Lens Mounted to Stainless Steel Mirror Brackets
- Completely Installed, F.O.B. Des Moines, IA

#### 1 - Live Hydraulic System

- Rexroth A10VN085 Series Loadsense Pump
- 85 CC (5.2 Cu. Inch)
- 30 Gallon Stainless Steel Reservoir - Side Frame Mount
- Zinga In-Tank Filter, Filler Breather, Sight Glass, and Suction Strainer
- Low-Level/Temp Sensing Unit, Magnetic Drain Plug
- Seat Mount Style Control Console - Floor Mounted
- One-Pneumatic Joystick
  - Plow Lift/Turn (Dual Axis w/ Downside Detent)
- Filter/Lubricator/Regulator, Air Lines and Fittings
- AMCA Modular Manifold Valve Installed in Side-Mount Stainless Steel Enclosure
- Relief Set at 2500 PSI
- Plow Raise - 3-way Pneumatic Proportional, Manual Override Handle
- Plow Angle - 4-way Pneumatic Proportional, Manual Override Handle
- Spreader Manifold:
  - Auger - 2-Way Cartridge, Electric Proportional w/ Din Coil and Screw Type
  - Spinner - 2-Way Cartridge, Electric Proportional w/ Din Coil and Screw Type



EST. 1946

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

Quote ID:	Q11114
Quote Date:	12/26/2024
Expiration:	1/25/2025

- Prewet - 2-Way Cartridge, Electric Proportional w/ Din Coil and Screw Type
- Freedom 2.1 Controller w/ Ram Mount for Control Console
- Completely Installed, F.O.B. Des Moines, IA

**OPTIONS NOT INCLUDED IN TOTAL PRICE BELOW:**

- Go To Stainless Steel Duz-Mor in Lieu of Powder-Coated Steel --> **ADD \$ 14,200.00**

Thank You For The Opportunity,  
Michael Fulton

Accepted by:	
Date:	
P.O. Number:	

\* Labor and installation is included in all pricing.

\* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

\* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

Sub Total:	\$116,404.33
Sales Tax:	\$0.00
Grand Total:	\$116,404.33

### EQUIPMENT EVALUATION

Vehicle: 129 Year: 2014 Model & Type: International Vbox  
 Dept: 210 Mileage: \_\_\_\_\_ Hour Meter: \_\_\_\_\_

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
<b>Engine</b>	Engine overhauled at 13,000. Has frequent emission problems		X		
<b>Transmission</b>	Cracked flywheel housing			X	\$ 3,000.00
<b>Transfer</b>	N/A				
<b>Rearend/Final Drives</b>	Normal wear, needs serviced		X		
<b>Brakes</b>	60% left on front and rear		X		
<b>Tires/Steering</b>	Some play in steering componants				
<b>Body &amp; Frame Suspension</b>	Small scratches and frame really rusty			X	\$ 5,000.00
<b>Miscellaneous (Interior/lights/windows)</b>		X			
<b>Hydraulic System</b>	Hoses cracked and wore, valves corroded		X		\$ 3,000.00
					<b>\$ 11,000.00</b>

2024 \$ 3,365.08  
 2023 \$ 30,907.10  
 2022 \$ 11,845.60  
 2021 \$ 2,628.23  
 2020 \$ 4,677.92

Checked by: 1032  
 Date: 11/12/2024  
 Approved: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Destination: \_\_\_\_\_

received  
7.31.25 930

Item No. B.-7.

CITY OF OTTUMWA

Staff Summary

Council Meeting of: August 5, 2025

Aaron Short

Prepared By

Sewer  
Department

Phillip Burgmeier  
Department Head

PB

  
City Administrator Approval

AGENDA TITLE: Approve the purchase of Compact Track Loader from Greiner Implement in the amount of \$107,589.00.

\*\*\*\*\*

\*\*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 purchase of a Case TV450B Compact Track Loader from Greiner Implement in the amount of \$107,589.00.

DISCUSSION: The new track loader will replace the John Deere Skid Loader, #55, which was purchased in March of 2013. December 4, 2024 the Fleet Committee recommended replacing the Skid Loader. Specs for a new Compact Track Loader were presented and approved by the Fleet Committee at the May 28, 2025, meeting. Spec pricing is from Sourcewell which Greiner Implement discount is 17% off, program #6293. Loader #55 will be sold through an online auction.

Replacement cost: \$107,589.00

Budgeted amount: \$115,000.00

Source of Funds: 610-817-6727

Budgeted Item: Yes

Budget Amendment Needed: No



Retail Offer

<b>CUSTOMER INFORMATION:</b>
CITY OF OTTUMWA - 6416830645 105 EAST 3RD STREET OTTUMWA, IOWA 52501 USA

<b>DEALERSHIP</b>
GREINER IMPLEMENT COMPANY, INC. 10845 - 73RD STREET OTTUMWA, IA 52501 US 641-683-1691 Email 16416831693@myfax.com SALESPERSON: GREG GREINER - 641-777-7040

Retail Offer Number:	0001147112-1
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Retail Offer Valid to:	07/31/2025
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Description:	TV450B
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<b>UNITS OFFERED</b>	
Unit # 1 TV450B T4 FINAL	List Price 113,783.00
Vehicle / Quote Number: 0702081747	Offered Price 86,000.00
Sales Order Number:	
VIN/Serial #:	

<b>ADDITIONAL ITEMS</b>		
Item	48" #5500LB PALLET FORKS	1,200.00
Item	75" FLAIR MOWER	17,000.00
Accessory	QU00182 PARTS TICKET	3,389.00
<b>Additional Item Subtotal</b>		<b>21,589.00</b>

<b>Total</b>	<b>\$107,589.00</b>
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<b>Down Payment</b>	<b>\$0.00</b>
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<b>Total Offer Value</b>	<b>\$107,589.00</b>
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<b>FINANCING INFORMATION</b>					
Financed By	N/A	Amount Financed	107,589.00	Term in Months	
Loan Type		Rate Type		Interest Rate	
SOURCEWELL BID DISCOUNT IS USED 17% OFF PROGRAM #6293					

Retail Offer

<b>Vehicle Configuration</b>					
<b>Vehicle / Quote Number: 0702081747</b>					
NORMAL	NORMAL OFFER		761643	SELF LEVEL	
CASE	CASE		761001	MULTI-FUNCTION ELECTRICAL CTRL	
F67KW	FPT 67KW		469816	CONNECTIVITY NA	
LARGE	LARGE FRAME		469825	TELEMATICS 5YR CUSTOMER PORTAL	
VERT	VERTICAL		761042	E-H CONTROLS	
TV450T4	TV450B-RG-NA		761037	HIGH FLOW PLUS PACKAGE	3,693.00
CE-NA	CE-NA		761311	E-H CAB LCD DISPLAY	5,188.00
	Base price	100,577.00	761300	BASE-E-H	
761326	BLOCK HEATER		761031	2 SPEED E-H CONTROLS	
761314	HVAC CAB		761519	EH2 PLATINUM CAB2	
725690	CAB SIDE WINDOWS		761371	STANDARD TRACK	
761156	GLASS FRONT DOOR		761149	84" BOLT ON CUTTING EDGE	378.00
761642	FLOOR MAT		761134	84" LOW PROFILE EXTENDED	2,313.00
761062	AIR RIDE SUSPENSION SEAT	594.00	761325	HYDRAULIC COUPLER	1,040.00
8500147	450 MM (17.7 INCH)		464957	TRANSPORT PROTECTION	
761069	HIGH FLOW AUXILIARY		761205	HEAVY DUTY REAR DOOR	
761165	RIDE CONTROL		761328	ENGLISH	
				<b>Total List Price</b>	<b>\$113,783.00</b>

# GREINER IMPLEMENT COMPANY, INC.

10845 73rd Street Ottumwa, IA 52501

Telephone: (641) 683-1691 Fax: (641) 683-1693

Web: www.greinerimplement.com

Email: greinerimpco@pcsia.net

SOLD TO  
 F13967 OTTUMWA CENTRAL GARAGE  
 11064-01197  
 CITY HALL  
 CENTRAL GARAGE  
 OTTUMWA, IA 52501

SHIP TO

Sold By: JOE PO #: TV370B Date 12/18/24 QUOTE QU00182  
 Ship By: Tax #: 13:32:38 Open

Tax	D	Qty	Description	Price	Amount
			<b>PARTS CASE</b>		
G		6	CAS 84332300 PLATE - <i>weights</i>	428.00	2568.00
G		1	CAS 51639327 DIA KIT CE - <i>4mm Stabe</i>	625.00	625.00
G		1	CAS 51453848 KIT - <i>Cyl.</i>	116.00	116.00
			<b>** TOTAL PARTS CASE</b>		<b>3309.00</b>
			<b>PARTS MISC NC</b>		
G		1	HARDWARE <i>MISC.</i>	80.00	80.00

AFTER HOURS PARTS AND SERVICE PHONE NUMBERS ARE  
 BOB GREINER 777-7041  
 GREG GREINER 777-7040  
 Visit our new Online Parts Store  
 www.cnhstore.com  
 www.greinerimplement.com

**\*\* SUBTOTAL 3389.00**

Charge Sale

Phone: (641)684-2180

PAY THIS AMOUNT

\$3389.00

I hereby certify that the items on this invoice are for agricultural use only and I will be liable for the tax, interest and penalty.

PRODUCT / MODEL	PRICE LIST	SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE
<b>COMPACT TRACK LOADER</b>		
TR270B	Current Pricing	22%
TR310B	Current Pricing	18%
TR340B	Current Pricing	18%
TV370B	Current Pricing	18%
TV450B	Current Pricing	18%
TV620B	Current Pricing	18%
<b>COMPACT EXCAVATOR</b>		
CX15EV	Current Pricing	17%
CX17C	Current Pricing	17%
CX26C	Current Pricing	17%
CX30C	Current Pricing	17%
CX37C	Current Pricing	17%
CX42D	Current Pricing	17%
CX50D	Current Pricing	17%
CX57C	Current Pricing	17%
CX60C	Current Pricing	17%
<b>EXCAVATOR</b>		
CX75C	Current Pricing	18%
CX80C	Current Pricing	18%
CX85E	Current Pricing	18%
CX90E	Current Pricing	18%
CX140E	Current Pricing	18%
CX145D	Current Pricing	18%
CX170E	Current Pricing	18%
CX220E	Current Pricing	18%
CX245D	Current Pricing	18%
CX260E	Current Pricing	18%
CX290D	Current Pricing	18%
CX300E	Current Pricing	18%
CX350D	Current Pricing	18%
CX365E	Current Pricing	18%
CX380E	Current Pricing	18%
CX490D	Current Pricing	18%
CX500D	Current Pricing	18%
CX750D	Current Pricing	18%
<b>SKID STEER LOADER</b>		
SR160	Current Pricing	16%
SR175	Current Pricing	18%
SV185	Current Pricing	18%
SR210	Current Pricing	18%
SR240	Current Pricing	18%
SR270	Current Pricing	18%
SV280	Current Pricing	19%
SV340	Current Pricing	22%

Freight FOB North America plant or import distribution location

CASE CE dealer can add delivery freight and PDI costs.

Dealer quotes should only be valid 30 days to remain price protected

Can NOT combine this program with any other retail programs

### EQUIPMENT EVALUATION

Vehicle: 55 Year: 2013 Model & Type: JD Skid Loader  
 Dept: 817 Mileage: \_\_\_\_\_ Hour Meter: 1,563

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
<b>Engine</b>	Oil leak on right side, front seal leaking, hard starting.			X	\$ 3,000.00
<b>Transmission</b>	Normal wear, small leaks.		X		
<b>Transfer</b>	N/A				
<b>Rearend/Final Drives</b>	Rollers and sprockets, excessive wear for tracks.			X	\$ 5,000.00
<b>Brakes</b>					
<b>Tires/Steering</b>	Tracks have 60% left.		X		
<b>Body &amp; Frame Suspension</b>			X		
<b>Miscellaneous (Interior/lights/windows)</b>	Glas has pits and scratches.		X		\$ 2,000.00
<b>Hydraulic System</b>	(7) different valves in under carriage area and on side of frame have bad corrosion. Hoses are needing replaced, steel lines are rusted bad.			X	\$ 4,000.00
					<b>\$ 14,000.00</b>

2024 \$ 1,948.44  
 2023 \$ 6,175.62  
 2022 \$ 4,974.81  
 2021 \$ 6,588.44  
 2020 \$ 1,335.17

see instructions for  
RTA

Checked by: 1032

Date: 10/8/2024

Approved: Yes No

Destination: \_\_\_\_\_

received  
7-31-25 930

Item No. B.-8.

CITY OF OTTUMWA

Staff Summary

Council Meeting of: August 5, 2025

Jason McDaniel

Prepared By

Street  
Department

Phillip Burgmeier *PB*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Purchase of 2025 Chevrolet Silverado 2500 4 X 4 pickup truck from Vaughn Automotive, Ottumwa, IA in the amount of \$53,475.00. Truck will be outfitted at Truck Equipment in the price of \$4,216.00 per Iowa DAS contract.

\*\*\*\*\*

\*\*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 purchase of 2025 Chevrolet Silverado 2500 4 X 4 Pickup from Vaughn Automotive with bid of \$53,475.00. Truck will be outfitted at Truck Equipment in the amount of \$4,216.00 per Iowa DAS contract.

DISCUSSION: Staff consulted the IDOT state bid for the ¾ ton pickup. Karl Chevrolet of Ankeny had the state bid of \$55,674.80. Additionally, Karl had a comparable vehicle on their lot for \$50,849.20. Vaughn Automotive of Ottumwa also has a comparable truck on hand with a purchase price of \$53,475.00. Local preference allows for a price difference of 5% or \$5,000 whichever is less. The purchase price for the Vaughn truck is within the local preference allowance. The budgeted for the truck and equipment \$58,000.00.

The current 2014 Dodge Ram 1500 ½ Ton Pickup #12, being replaced, will transfer to the Central Garage. The current 2004 Chevy Pickup #407 being used by the Garage will be sold through Gov.Auctions.

Replacement cost: \$57,691.00

Budgeted Amount: \$58,000.00

Source of Funds: 110-210-6710

Budgeted Item: Yes

Budget Amendment Needed: No



Jason Mcdaniel  
 2894 Highway 918  
 Eldon, IA 52554  
 C: (641) 799-6237  
 H: (641) 799-6237  
 85latenighter@gmail.com



**Stock # 211859**

2025 Chevrolet Silverado 2500HD, Body Type: Crew Cab Pickup  
 Color: Summit White, 3 Miles VIN:2GC4KNE73S1211859

**Cash**

MSRP/Retail	\$62,545.00
Discount -	\$9,250.00
Internet Sale Price*	\$53,295.00
Trade Difference (Before Fees)	\$53,295.00
Documentary Fee	\$180.00
Total Due (Financing Available)	\$53,475.00

	Balance Due
\$0	<b>\$53,475</b>

Customer Signature

Date

Manager Signature

Date

*We'll buy your vehicle even if you don't buy ours! Market Value of Trade is based on condition you provided and is subject to physical inspection and road test. \*Selling Price plus tax & fees. Payments if provided subject to credit approval. All fee's are estimated, your state License Fee is not included unless itemized. It will be calculated & collected with final total. Only fee charged by our dealership is \$180 Doc Fee & \$165 Out Of State Processing Fee which is a pass through charge from our titling service ITS NATIONWIDE. All tax & fee's go to your state of residence. We Have Financing Available! We work with over a dozen banks and lending partners who compete with each other to get you the most competitive rates and best terms.*



Quote ID: Q19490 Rev: 0

Quote Date: 5/20/2025

Quote Valid Until: 8/1/2025

P.O. Box 3265  
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 1 of 1

Customer: 60002

Ottumwa, City Of Public Works  
550 Gateway

Ottumwa, IA 52501

Contact: Jason McDaniel

Phone: (641) 683-0688

Email: mcdanielj@ottumwa.us

Salesperson: Scott Odendahl

<b>Make:</b> Chevrolet	<b>Model:</b> 2500	<b>Year:</b> 2026	<b>Single/Dual:</b> Single
<b>Cab Type:</b>	<b>Wheelbase:</b> 0	<b>Cab-to-Axle:</b> 42	<b>VIN:</b>

**FURNISH AND INSTALL:**

**Tool Boxes**

2 - 174-0-04 Lo-Side Box - Aluminum, 16x56 labor .8 Hrs\*\* New look 2021. 02/24 - New lock cylinders, flush when locked.

**Strobes**

- Whelen Quick Fit, Gm 19-22 W/Spoiler White Powder Coated
- HL15PC-A Led Permanent Strobe Mini Bar amber/Clear
- 4 - MPS61U-A Micropulse 6led Surface Mount Amber, 2 in the grill and 2 under the tailgate

**\*Pricing per Iowa DAS Contract: MA005-24134**

**NET PRICE FOB DES MOINES \$4,216.00**

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

\* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

\* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

\* Sales Tax is not included unless otherwise noted.

**\*Due to the volatility of trade tariffs, the quoted price may change due to unforeseeable tariffs.**



received  
7-31-25 930

CITY OF OTTUMWA

Staff Summary

Council Meeting of: August 5, 2025

Jason McDaniel

Prepared By

Street  
Department

Phillip Burgmeier  
Department Head

PB

  
City Administrator Approval

AGENDA TITLE: Purchase a Tilt Bed Trailer from Carroll Construction Supply in the amount of \$12,250.00

\*\*\*\*\*

\*\*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 purchase of a Tilt Bed Trailer from Carroll Construction Supply with low bid of \$12,250.00.

DISCUSSION: The current H&H trailer being replaced will be transferred to the sewer department. The current trailer being used by sewer will be sold through Gov.Auctions.

Three bids have been received with the low bid of \$12,250.00 from Carroll Construction. The H&H Trailer was recommended for replacement, and the Fleet Committee approved to replace the trailer at the December 4, 2024 meeting. The specs for a new trailer were approved by Fleet Committee at the May 28, 2025 meeting.

Replacement cost: \$12,250.00

Budgeted Amount: \$16,000.00

Source of Funds: 110-210-6627

Budgeted Item: Yes

Budget Amendment Needed: No



002 OTTUMWA  
 1111 WILDWOOD DR  
 OTTUMWA, IA 52501-3885

**Quotation**

QUOTE #	OT002135
LOCATION	002
DATE	07/15/25
PAGE	1 OF 1

**BILL TO**

OTTCIT  
 CITY OF OTTUMWA  
 105 E. THRID  
 OTTUMWA, IA 52501

**SHIP TO**

CITY OF OTTUMWA  
 105 E. THRID  
 OTTUMWA, IA 52501

QUOTE DATE 11/15/23	EXPIRE DATE 12/15/23	REQUIRED DATE	REFERENCE NUMBER STREETS	PAYMENT TERMS NET 30
WRITTEN BY EVAN MILLER JR			CONTACT	SHIP VIA
FREIGHT TERMS FREIGHT TERMS AS AGREED			JOB NUMBER	SALES REP OTTUMWA STORE

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
TBCT2016ET TUBE FRAME TILT 16,000 GVW	1	12250.000	EA	12,250.00

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
12,250.00	0.00	0.00	0.00	0.00	12,250.00

Accepted:

By: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Jason McDaniel

---

**From:** Tim Zimmerman <Tim@cantriltruckandtrailer.com>  
**Sent:** Friday, July 11, 2025 8:47 AM  
**To:** Jason McDaniel  
**Cc:** Matt Zimmerman  
**Subject:** Behnke Quote

You don't often get email from tim@cantriltruckandtrailer.com. [Learn why this is important](#)

Hey Jason, sorry for the late response.

Tilt Trailer: 20', (16' tilt, 4' Stationary), with (2) 8,000# axles would be \$12,375.

Oak floor would be an additional \$325, and we would have a \$35 processing fee.

Total out the door would be \$12,735.

*Tim Zimmerman*

*Sales and Marketing*

*Cantril Truck & Trailer*

*Cell# (319) 280-7018*

*Shop# (319) 238-7367*





Cedar Rapids, IA    Des Moines, IA  
 Davenport, IA    Burlington, IA  
 Farley, IA    Sigourney, IA

RENTAL AGREEMENT   
 SALES AGREEMENT

Subject to the terms and conditions of this Order and the Terms contained on the reverse side, the following customer ("Customer") purchases/rents from Rexco Equipment ("Company") the following described Equipment to be delivered on or before date of 7/15/2025

INVOICE TO: CITY OF OTTUMWA Cust ID: 0 SHIP TO/JOB LOCATION \_\_\_\_\_  
 (BUYER OR LESSEE) **Need full Ship to address on ALL rentals!**

Contact Name 0 E-Mail 0  
 Street Address \_\_\_\_\_ Cell Phone Number \_\_\_\_\_  
 City \_\_\_\_\_ St. IA Zip \_\_\_\_\_ VIA \_\_\_\_\_ Collect   
 Phone \_\_\_\_\_ Purch Ord # \_\_\_\_\_ Prepaid

ON ACCOUNT: payment due at receipt of invoice  ON ACCOUNT  FINANCE  CASH  CREDIT CARD

STOCK NUMBER	QTY.	MFG.	MODEL	Hours	DESCRIPTION	SERIAL NO.	EXT. PRICE
045276	1	BB	2016ET	NEW	TBCT2016ET TRAILER	4L5ST252XSFO73895	\$ 13,342.00
0							\$ -
0							\$ -
0							\$ -
0							\$ -
0							\$ -
0							\$ -
TRAILER (NON TAX- Unless Excise)							\$ -
*CREDIT CARD purchases over \$2,500 have a 2.5% Admin charge							\$ -
*CC Adm Fee (taxed)							\$ -

COMMENTS: **SOLD AS IS, NO WARRANTY EXPRESSED OR IMPLIED** Subtotal \$ 13,342.00  
 Less Trade \$ -  
 Pre Tax Total \$ 13,342.00

We Owe: \_\_\_\_\_ Enter Tax Rate 0.00% SPEC TAX (IACE/EXCISE) \$ -  
 STATE SALES TAX \$ -  
 DOCUMENT FEE (NON TAX) \$ -  
 SET UP & CLEAN (Rental) \$ -  
 CUSTOMER PAID FREIGHT OUT \$ -  
 CUSTOMER DOWN PAYMENT \$ -  
 TOTAL \$ 13,342.00

TRADE IN / DESCRIPTION:	ALLOWANCE:	0.00%	SPEC TAX (IACE/EXCISE)	\$ -
	\$ -	0.00%	STATE SALES TAX	\$ -
	\$ -		DOCUMENT FEE (NON TAX)	\$ -
			SET UP & CLEAN (Rental)	\$ -
			CUSTOMER PAID FREIGHT OUT	\$ -
			CUSTOMER DOWN PAYMENT	\$ -
Payoff due to:	\$ -			\$ -

FORM OF PAYMENT:	FINANCING-MACHINES	RECORD KEEP ON ACCOUNT. INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS AT THE PRESET RATE AND FOR FEES OF THE RBA SERVICE.
RENTAL TO START _____ AT THE RATE OF <u>0</u>	FINANCE COMPANY:	
INDICATE PER (DAY-WEEK-MONTH)	Total Financed \$ -	
PURCHASE <input type="checkbox"/> YES <input type="checkbox"/> NO	TERM (MONTHS) <u>0</u>	
PURCHASE PRICE \$ _____ PLUS SALES TAX	FNC UCC/DOC FEES -	
RPO LENGTH ( IN MONTHS) _____	MONTHLY PAYMENT <b>#VALUE!</b>	
-FINANCE CHARGE ON RENTALS WITH PURCHASE \$ _____	INTEREST RATE <u>0.00%</u>	
PER MONTH ON UNPAID BALANCE \$ _____		

Physical Damage (Customer must initial RENTAL ONLY): Customer assumes all liability or operation, use, transportation and physical damage to equipment. INITIAL X

Safety Clause (Customer must initial) Customer acknowledges and agrees that (a) Customer has received all manufacturer's operation manuals pertaining to the Equipment. (b) Customer shall be solely responsible for the training of all competent operators in and the safe and legal operation of the Equipment within its specified performance capabilities. (c) Company has offered the Customer instruction in the proper use of the Equipment. (d) Customer, at its sole expense, will comply with all federal, state and local laws, regulations, and ordinances relating to the use of the Equipment, including without limitation the regulations of the Occupational Safety and Health Administration (RENTAL ONLY). INITIAL X

RENT RESPONSIBILITY RENT TO COVER ALL MAINTENANCE AND REPAIR BURDEN RESPONSIBILITY. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INsofar, AND ONLY INsofar, AS REQUIRED BY SAID LAW.

Entire Agreement (Customer must initial) I HAVE READ, UNDERSTAND, AND AGREE WITH ALL OF THESE TERMS AND THOSE CONTAINED ON THE REVERSE SIDE. CUSTOMER (purchaser or lessee).

This Agreement, including the terms on the reverse side, represent the entire understanding of the parties and this Agreement supersedes any prior agreements (oral or written) regarding the matters outlined herein. No term or provision of this Agreement may be amended, altered, waived, discharged, or terminated except by written instrument signed by authorized representatives of the parties hereto, and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade, or course of performance. Transfer of Ownership occurs upon signature.

Territory Manager \_\_\_\_\_ Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 ALL SALES ARE FINAL  
 Print Name \_\_\_\_\_

Note: A late payment fee will be charged on all amounts past due at the highest lawful rate not to exceed 1.5% per month.

WARRANTY		Date
1. NEW FACTORY WARRANTY	<input type="checkbox"/>	DATE
2. NO WARRANTY EXPRESSED OR IMPLIED	<input type="checkbox"/>	DATE
3. USED EQ. SPECIAL TERMS	<input type="checkbox"/>	DATE

## EQUIPMENT EVALUATION

Vehicle \_\_\_\_\_ Trailer \_\_\_\_\_ Year \_\_\_\_\_ Model & Type: \_\_\_\_\_

Dept: \_\_\_\_\_ 210 \_\_\_\_\_ Mileage: \_\_\_\_\_ Hour Meter: \_\_\_\_\_

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
<b>Engine</b>					
<b>Transmission</b>					
<b>Transfer</b>					
<b>Rearend/Final Drives</b>					
<b>Brakes</b>	Brakes need replaced				
<b>Tires/Steering</b>	Tires look decent		X		
<b>Body &amp; Frame Suspension</b>	Needs new wood on trailer, body is dented and all ramps bent			X	
<b>Miscellaneous (Interior/lights/windows)</b>	Welded several times				
<b>Hydraulic System</b>					
	Needs replaced				\$ -

see instructions for RTA

Checked by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Destination: \_\_\_\_\_

received  
7:31:25 9:30

Item No. B.-10.

CITY OF OTTUMWA

Staff Summary

Council Meeting of: August 5, 2025

Street Cleaning  
Department

Aaron Short  
Prepared By

Phillip Burgmeier *PB*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Approve the purchase of a 2025 Elgin Pelican NP Street Sweeper, with options deemed necessary, in the amount of \$270,484.00.

\*\*\*\*\*

\*\*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 purchase of a 2025 Elgin Pelican NP Street Sweeper, with options that are deemed necessary, with MNDOT State Bid Purchase Price of \$270,484.00.

DISCUSSION: The Elgin Pelican #148 to be replaced was purchased in 2019. It is used on a daily basis by the Street Cleaning Department and has been approved by the Fleet Committee for replacement.

The Elgin Pelican #148 was evaluated on November 5, 2024, with the recommendation to be replaced. Evaluation is attached. The Fleet Committee approved to replace at the December 4, 2024, meeting. Specs were approved at the May 28, 2025, fleet meeting. The pricing is from MNDOT State Bid of \$320,484.00 with a trade-in value of \$50,000.00 for a net cost of \$270,484.00.

Replacement cost: \$270,484.00

Budgeted Amount: \$320,000.00

Source of Funds: 110-270-6727

Budgeted Item: Yes

Budget Amendment Needed: No



July 14, 2025

City of Ottumwa  
105 3rd St E  
Ottumwa, IA 52501

Aaron,



Per your request, a proposal has been generated based on the MNDOT State Bid for an Elgin Pelican NP Street Sweeper with the enhancements that your department has deemed necessary.

<u>Spec #</u>	<u>Description</u>	<u>Qty</u>	<u>Price Each</u>	<u>SubTotal</u>
Base	2025 Elgin Pelican NP Single	1	\$287,537	\$287,537
3.2.1	Battery Disconnect	1	STD	STD
3.2.2	Hydraulic Level and Temp Shutdown	1	STD	STD
3.4.5	LED Stop/Tail/Turn Lights	1	STD	STD
3.4.6	LED Strobes in Battery Cover	1	\$1,646	\$1,646
3.4.7	Limb Guard	2	\$1,718	\$3,436
3.4.9	2-LED Rear Flood Lights	1	STD	STD
3.6.1	Lower Roller Wash Out	1	STD	STD
3.7.1	AM/FM Radio CD player w/ Map Lights	1	STD	STD
3.7.2	High Back Air Ride Seat	1	\$1,314	\$1,314
3.7.4	Rear View Camera System	1	STD	STD
3.7.6	In-Cab Broom Tilt	2	\$2,505	\$5,010
3.8.1	Dual Gutter Broom	1	\$15,286	\$15,286
3.11.2	Delivery price per loaded mile	190	\$5.50	\$1,045
<b><u>Non-Contract Items</u></b>				
4.1.1	Elgin Service Manual	1	\$115	\$115
4.1.2	JD Engine Service Manual	1	\$220	\$220
4.1.3	Engine Pre-Cleaner	1	\$615	\$615
4.1.4	Conveyor Stall Alarm	1	\$965	\$965
4.1.6	Magnetic Drain Plug	1	\$230	\$230
4.1.7	PACKAGE 7: DUAL LED BEACON W/GUARD & (4) ROOF MOUNTED SWEEP FLSHRS	1	\$3,065	\$3,065



**MACQUEEN**

MINNESOTA WISCONSIN IOWA NEBRASKA MICHIGAN OHIO

**MNDOT State Bid Purchase Price 2025 Elgin Pelican NP: \$320,484.00**

~~TRADE 2017 Elgin Pelican NP: \$30,000.00 (subject to final trade evaluation)~~

**NET PURCHASE PRICE: \$270,484.00**

**Terms of Sale:**

Price Includes: Delivery to city shop and on-site operators/maintenance training.

Mechanic Training: 3-Day Training for all mechanics offered at factory (Elgin, IL) at no course cost to city.

Trade-In Option: Can be removed from proposal. Trade-in offer must be accepted at time of order.

Warranty: 1 Year Parts & Labor Elgin Warranty, 2 Year/2,000 Hour JD Engine Warranty Exclusions Apply.

Delivery Leadtime: **OCTOBER 2025**

Terms: Invoice Due 30 Days after Delivery.

**AUTHORIZATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

If you should have any questions about this proposal, pricing, or equipment please feel free to give me a call.

Thank you,

*Andrew M Lee*

Andrew Lee  
MacQueen Equipment  
515-985-8175

**EQUIPMENT EVALUATION**

Vehicle: 148 Year: 2019 Model & Type: Elgin Sweeper  
 Dept: 270 Mileage: 16,080 Hour Meter: 4,279

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
<b>Engine</b>	Small leaks, exhaust cat going to need replaced.			X	\$ 4,000.00
<b>Transmission</b>	Normal wear.		X		
<b>Transfer</b>	N/A				
<b>Rearend/Final Drives</b>	Planetary's excessive wear.			X	\$ 2,500.00
<b>Brakes</b>	Front brakes going to need replaced.		X		\$ 3,500.00
<b>Tires/Steering</b>	Front 60% left, rear 80% left. Excessive play in steering, bad bushing.			X	
<b>Body &amp; Frame Suspension</b>	Body scratched up.		X		
<b>Miscellaneous (Interior/lights/windows)</b>	Front mirrors need replaced.		X		\$ 450.00
<b>Hydraulic System</b>	Normal wear, hoses getting cracks and wear spots.		X		
					<b>\$ 10,450.00</b>

2024 \$ 21,410.84  
 2023 \$ 16,944.09  
 2022 \$ 11,360.27  
 2021 \$ 10,439.06  
 2020 \$ 2,677.21

see instructions for RTA

Checked by: 1032

Date: 11/5/2024

Approved: Yes No

Destination: \_\_\_\_\_

**received**  
5-1-25 8AM

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Aug 5, 2025

Christina Reinhard *CR*  
Prepared By

Administration  
Department

\_\_\_\_\_  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution No. 148-2025 - Resolution approving the Wapello County /  
City of Ottumwa Law Enforcement Center Maintenance Budget for the  
Fiscal Year Ending June 30, 2026.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 148-2025.

DISCUSSION: It is required by the Joint Law Enforcement Center (JLEC) Agreement for the Police Chief, County Sheriff, County Auditor, and City Director of Finance to develop a budget and the agreement for both County Board of Supervisors and City Council Approval. The Maintenance Fund is maintained by the Wapello County Auditor, who has provided the estimates for the budget.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

RESOLUTION NO. 148-2025

A RESOLUTION APPROVING THE WAPELLO COUNTY / CITY OF OTTUMWA LAW ENFORCEMENT CENTER MAINTENANCE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026.

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

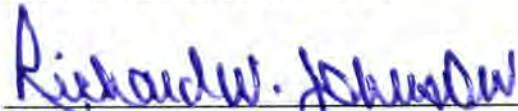
WHEREAS, an annual budget has been prepared and forwarded to the City for consideration.

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

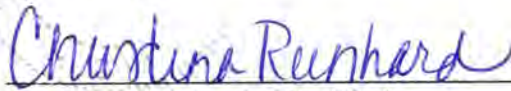
The annual budget for the fiscal year ending June 30, 2026 as set forth in the attached summary is hereby approved and the Mayor is authorized to execute on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of August, 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

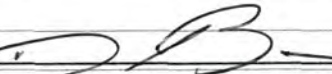
ATTEST:

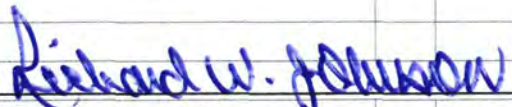
  
Christina Reinhard, City Clerk

**2025-2026 WAPELLO COUNTY/CITY OF OTTUMWA LAW ENFORCEMENT CENTER MAINTENANCE BUDGET**

FUND 15 - DEPARTMENT 14

RESOURCES: BEGINNING FUND BALANCES and INCOME	LINE	(A) Actual Fiscal Year Beginning July 1, 2023	(B) Re-Estimated Fiscal Year Beginning July 1, 2024	(C) Fiscal Year Beginning July 1, 2025	REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE	LINE	(A) Actual Fiscal Year Ending June 30, 2024	(B) Re-Estimated Fiscal Year Ending June 30, 2025	( C ) Fiscal Year Ending June 30, 2026
	1					1			
	2					2			
	3				430-Natural Gas	3			
	4				431-Electric Power	4			
	5				432-Water	5			
	6					6			
COUNTY SHARE PER SQ. FT.(D)	7				441--Building Repair/Maint	7	7,526	5,283	3,000
CITY SHARE PER SQ. FT.(D)	8				442-Fixed Plant Equipment	8	50,143	45,669	45,000
COUNTY SHARE MISC (8)	9			24,000	445--Plumbing Equipment	9	60,293	52,640	25,000
CITY SHARE MISC (8)	10	7,649	7,649	7,600	462--Real Property Insurance	10		35,363	
EXCESS FROM HOUSING (B)(line 26)	11	2,633	5,363	5,000	Inter-Fund Transfer	11			
INTEREST EARNED ON FUND (C)	12	21,255	13,631	2,500		12			
OTHER (LIST)	13				<b>Major Repairs</b>	13			
Local Option Tax	14				610--Building-Roofs	14	41,828	69,255	45,000
Refunds	15				611--Air Conditioning	15			
Miscellaneous	16	23,275	23,275		612--Major Heating	16			
Inter-Fund Transfer	17				613--Major Plumbing	17			
	18					18			
	19					19			
	20					20			
Sub-Total Other Receipts	21	54,812	44,187	39,100	Sub-Total Expenditures	21	159,790	136,000	158,000
BEGINNING FUND BALANCE AND OTHER RECEIPTS	22	465,338	360,360	268,547	ENDING FUND BALANCE	22	360,360	268,547	149,647
	23					23			
	24					24			
<b>TOTAL RESOURCES</b>	25	520,150	404,547	307,647	<b>TOTAL REQUIREMENTS</b>	25	520,150	404,547	307,647

Signed  Date 7-7-25  
Chair, Board of Supervisors

Signed  Date 8/5/25  
Mayor, City of Ottumwa



CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: Austin Molina

And  
Residing address: 1702 Nick Nuccio Tampa Florida Date of Birth 1/30/2001  
Street City State Zip

Organization represented, if applicable: Kin Home

Organization's address: 2578 W 600 N Suite 100 Lindon UT 84042  
No. Street City State Zip

Applicant's/Organization's phone number: 734-626-6573

Names, addresses and position of the officers of the organization:

<u>Austin Molina</u>	<u>1702 Nick Nuccio</u>	<u>Area Director</u>
Name	Address	Officer Position
<u></u>	<u></u>	<u></u>
Name	Address	Officer Position
<u></u>	<u></u>	<u></u>
Name	Address	Officer Position

Estimated number of persons who will be directly soliciting: 14

Nature and purpose of your solicitation activities: Talking to homeowners about switching to solar panels

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) Cash or Loans

Where do you plan to canvass or solicit in Ottumwa? Entire residential area

Date(s) when you wish to conduct your activities in Ottumwa: August 4th to August 9th

NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this AM day of August 1st, 2025.

Austin Molina  
Applicant

Staff recommendation to Council: as submitted  
Approved  Denied  by City Council on August 5, 2025  
Restrictions set by Council: as submitted  
Number of days set by Council for applicant: as requested  
License Number 82025 Receipt No. \_\_\_\_\_



# CANVASSER & SOLICITOR LICENSE

CITY OF OTTUMWA

210 W. Main St. 2nd Floor

Ottumwa, IA 52501

(641) 683-0621

**Name:** KIN HOME  
**Business:** 2578 W 600 N Suite 100  
**Location:** Lindon, UT 84042  
SOLAR PANEL INSTALLATION ON RESIDENTIAL HOMES

August 4, 2025

**Mail To:** [austin.m@kinhome.com](mailto:austin.m@kinhome.com) / 734-626-6573

Number	Expiration	Fee	Description
82025	8/4/2025 - 8/9/2025	N/A	2025 Solicitor Permit - Solar Panel Discussions



**PLACE IN A CONSPICUOUS PLACE  
NOT TRANSFERABLE**

*Chris Reinhard*  
City Clerk Office

THE ISSUANCE OF A LICENSE SHALL IN NO WAY BE CONSTRUED TO RELIEVE THE LICENSEE OF COMPLIANCE WITH ORDINANCES OF THE CITY OF OTTUMWA OR LAWS OF THE STATE OF IOWA, NOR SHALL SUCH ISSUANCE BE DEEMED A WAIVER OF THE CITY OF OTTUMWA OF PAST OR FUTURE VIOLATIONS OF SUCH LAWS AND ORDINANCES. THIS LICENSE WAS ISSUED WITHOUT VERIFICATION THAT THE BUSINESS HAS BEEN LICENSED BY THE STATE OF IOWA.

**received**  
7:31:25 930

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 5, 2025

Phillip Burgmeier  
Prepared By

*Phillip Burgmeier*  
Department Head

Engineering  
Department

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #144-2025. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Allison Avenue Reconstruction 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 #144-2025.

DISCUSSION: The project will consist of full width, full depth reconstruction of Allison Avenue from Mowrey to Asbury. Curb and gutter will be PCC, with options for a PCC or HMA insert.

Bids will be received and opened by the City of Ottumwa on August 20, 2025 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on September 2, 2025, or at a later date as determined by staff.

The city has budgeted \$3,500,000 for our street program in FY 26. This project will be paid for from those funds.

Estimated Cost: \$325,000

RESOLUTION #144-2025  
A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE ALLISON AVENUE RECONSTRUCTION PROJECT

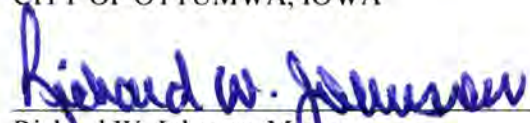
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 5<sup>th</sup> day of August, 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

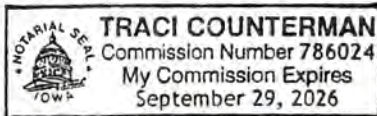
STATE OF IOWA  
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that 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 ALLISON AVE RECONSTRUCTION CITY OF OTTUMWA hereto attached was published in said newspaper for one consecutive weeks to-wit:

07/29/2025



Subscribed and sworn to before me, and in my presence, by the said 29th day of July, 2025



Traci Counterman

Notary Public

In and for Wapello County



Printer's Fee: \$ 35.22

## 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 "Allison Avenue Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on August 5, 2025, 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 will consist of full width, full depth reconstruction of Allison Avenue from Mowrey to Asbury. Curb and gutter will be PCC, with options for a PCC or HMA insert.

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

received  
7-31-25 930

Item No. F.-2.


CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 5, 2025

Engineering  
Department

Phillip Burgmeier  
Prepared By  
  
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution #145-2025. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Cul-de-Sac Reconstruction 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 #145-2025.

DISCUSSION: This project will consist of the full depth PCC reconstruction of 6 cul-de-sacs along with segments of the approach streets. Cul-de-sacs on Casa Blanca Lane, Sussex Place, Asbury Circle, Gladstone Circle, Silverwood Drive, and Kingsley Drive will be reconstructed.

Bids will be received and opened by the City of Ottumwa on August 20, 2025 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on September 2, 2025, or at a later date as determined by staff.

The city has budgeted \$3,500,000 for our street program in FY 26. This project will be paid for from those funds.

Estimated Cost: \$775,000

RESOLUTION #145-2025  
A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE CUL DE SAC RECONSTRUCTION PROJECT

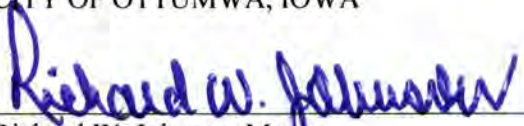
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 5<sup>th</sup> day of August, 2025.

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 that 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 CUL DE SAC RECONSTRUCTION CITY OF OTTUMWA hereto attached was published in said newspaper for one consecutive weeks to-wit:

07/29/2025



Subscribed and sworn to before me, and in my presence, by the said 29th day of July, 2025



Traci Counterman

Notary Public

In and for Wapello County



Printer's Fee: \$ 37.74

## 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 "Cul-de-sac Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on August 5, 2025, 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:

This project will consist of the full depth PCC reconstruction of 6 cul-de-sacs along with segments of the approach streets. Cul-de-sacs on Casa Blanca Lane, Sussex Place, Asbury Circle, Gladstone Circle, Silverwood Drive, and Kingsley Drive will be reconstructed.

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

received  
7-31-25 9:30

Item No. F.-3.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 5, 2025

Phillip Burgmeier

Prepared By

*Phillip Burgmeier*  
Department Head

Engineering  
Department

*[Signature]*

City Administrator Approval

AGENDA TITLE: Resolution #146-2025. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Lake Road Pavement Rehab 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 #146-2025.

DISCUSSION: The project will consist of the full width, full depth reconstruction of Lake Road from Mary Street, south to the city limits. The existing pavement and a portion of the treated subgrade will be removed. A rock subbase will be added to provide drainage with HMA pavement placed on top.

Bids will be received and opened by the City of Ottumwa on August 20, 2025 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on September 2, 2025, or at a later date as determined by staff.

Funding: \$2,700,000

Estimated Cost: \$2,250,000

RESOLUTION #146-2025  
A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE LAKE ROAD PAVEMENT REHAB PROJECT

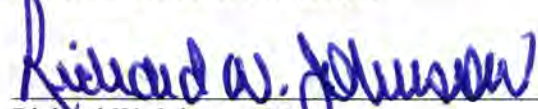
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 5<sup>th</sup> day of August, 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

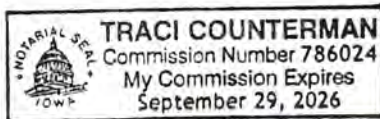
STATE OF IOWA  
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that 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 LAKE ROAD RECONSTRUCTION CITY OF OTTUMWA hereto attached was published in said newspaper for one consecutive weeks to-wit:



07/29/2025

Subscribed and sworn to before me, and in my presence, by the said 29th day of July, 2025



Traci Counterman

Notary Public

In and for Wapello County



Printer's Fee: \$ 37.11

## 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 Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on August 5, 2025, 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:

This project will consist of the full width, full depth reconstruction of Lake Road from Mary Street, south to the city limits. The existing pavement and a portion of the treated subgrade will be removed. A rock subbase will be added with HMA pavement placed on top.

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

received  
7.31.25 930

Item No. F.-4.

CITY OF OTTUMWA

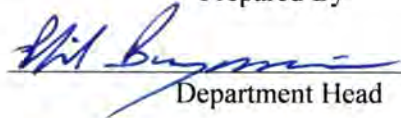
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 5, 2025

Phillip Burgmeier

Prepared By

  
Department Head

Engineering  
Department

  
City Administrator Approval

AGENDA TITLE: Resolution #147-2025. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Bridge View Center Roofing 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 #147-2025.

DISCUSSION: This project will consist of removing and replacing the existing roof system on the Bridge View Center. New roof to be 60 mil EPDM (a type of rubber). Existing damaged insulation will be replaced and the entire roof covered with a 1/2" high density cover board. A bid alternate will be included to increase insulation from R-24 to R-30. Access ladders will also be installed.

The project will be split into two phases. Phase 1 will begin this fall and complete by November. Phase 2 will have an early start date of May 1, 2026.

Bids will be received and opened by the City of Ottumwa on August 20, 2025 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on September 2, 2025, or at a later date as determined by staff.

Funding: Phase 1 will be funded with unexpended BVC Capital Funds (\$329,744 available)  
Phase 2 will be financed with 2026 Capital Bonds. Borrowing won't increase for FY26.  
Projects will be delayed as needed to remain within the \$3.5 million borrowing target.

Estimated Cost: \$660,000 Base Bid + ladders  
\$100,000 Additional Insulation Alternate

Source of Funds: Capital Bonds

Budgeted Item: No

Budget Amendment Needed: No

RESOLUTION #147-2025  
A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE BRIDGE VIEW CENTER ROOFING PROJECT

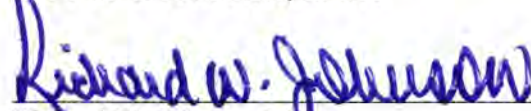
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 5<sup>th</sup> day of August, 2025.

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 that 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 BVC RE-ROOF PROJECT CITY OF OTTUMWA hereto attached was published in said newspaper for one consecutive weeks to-wit:

07/29/2025

Subscribed and sworn to before me, and in my presence, by the said 29th day of July, 2025



Traci Counterman

Notary Public

In and for Wapello County

A handwritten signature in blue ink that reads "Traci Counterman".

Printer's Fee: \$ 36.48

## 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 "BVC Re-Roof, Ottumwa, Iowa" at 5:30 oclock p.m. on August 5, 2025, 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:

Work to be done is as follows: Remove and replace the existing roof system on the Bridge View Center. New Roof to be EPDM. Existing damaged insulation will be replaced and the entire roof covered with a 1/2 high density cover board.

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

received  
7:31:25 930

Item No. F.-5.

business  
[ ]

# CITY OF OTTUMWA Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 5, 2025

Planning & Development  
Department

Jake Rusch

Prepared By

Amal Eltahir

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3246-2025: An Ordinance Amending the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by Changing the Zoning Classification of Property Known as Parcel # 007417540028000 Lot next to 1412 Sherwood from R-1 to R-5 in the City of Ottumwa, Wapello County, Iowa

\*\*\*\*\*



**\*\*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: Open the public hearing,  
Receive public comments,  
Close the public hearing,  
Pass first consideration of Ordinance No. 3246-2025.

DISCUSSION: Applicant seeks rezoning for the property currently used as green space from R-1 Single Family (low Density) to R-5 Multi-Family (High Density). This parcel is a total of 2.5 acres. The current R-1 zone permits up to approximately 7 units per acre and generally include single-family dwellings on varying size lots. R-5 would permit up 43 units per acre. The applicant seeks to build multifamily housing units.

Source of Funds:

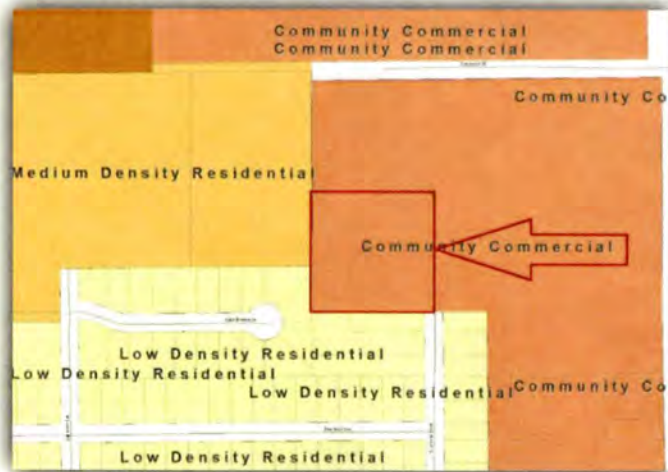
Budgeted Item:



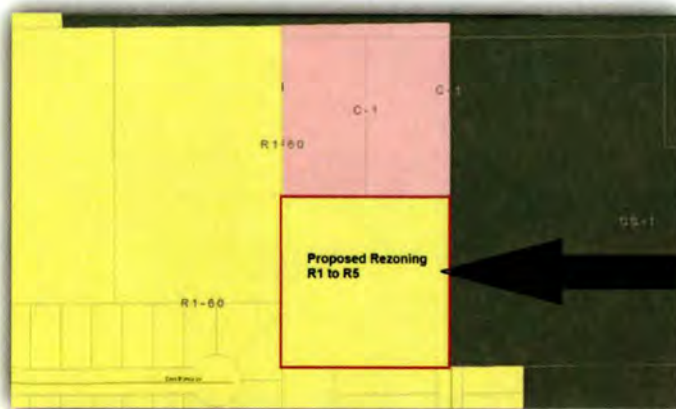
Budget Amendment Needed:

Section 38-996 requires reviewing the following elements in order to consider a rezoning:

1. **Conformance to Future Land Use Plan:** The property is designated as Community Commercial Use on the Future Land Use Map which allows mixed use.



2. **Conformance to goals and objectives of the Comprehensive Plan:** The rezoning would advance housing goal#2 Foster investment and growth in new housing in all categories and prices. It would also advance priorities in the 2022 Ottumwa Housing Plan including adding new units toward the goal of building 500 units by 2030. The project is a great opportunity for diversifying and expanding the housing stock.



3. **Compatibility with surrounding development:** The surrounding development is a mix of single-family homes, multi-family dwellings and commercial properties.
4. **Potential hardships or nuisances for surrounding development:** the proposed use is compatible with uses in the district. Traffic and other activities at a typical residential pattern should be relatively normal and minimally disruptive.

5. **Public utilities:** Development will be served by existing infrastructure.
6. **Trend of development:** The rezoning supports the ongoing development trend in the area. The proposed project builds upon a successful multi-family development.

The Planning Zoning Commission held a public hearing on July 7, 2025. The Commission discussed and approved the request and is making a recommendation for council approval. To date, Staff has not received any comments about the rezoning.

**ORDINANCE NO. 3246-2025**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS PARCEL #007417540028000 FROM R-1 TO R-5 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

The South Half of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of the section Twenty-six (26), Township Seventy-two (72) North, Range Fourteen (14) West of the 5<sup>th</sup> p.m. in Wapello County Iowa

Be and the same is hereby changed from its present zoning classification of "R-1" Single-Family Residential District to "R-5" Multi-family residential.

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

This ordinance shall be in full force and effect, from and after its passage, adoption and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION 4

When this ordinance is in effect, it shall automatically supplement, amend and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 5 day of August, 2025.

Passed on its second consideration on the \_\_\_ day of \_\_\_\_\_, 2025.

Requirement of consideration and vote at two prior council meetings suspended  
on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Final passage and adoption on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W Johnson, Mayor

\_\_\_ No action taken by Mayor.

\_\_\_ Vetoed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Richard W Johnson, Mayor

\_\_\_ Repassed and adopted over the veto this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_ Veto affirmed this \_\_\_\_ day of \_\_\_\_\_, 2025 by failure of vote taken to  
repass.

\_\_\_ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:

\_\_\_\_\_  
Chris Reinhard, City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that 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 REZONING DANAHER CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

07/22/2025

Subscribed and sworn to before me, and in my presence, by the said 29th day of July, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 20.76

## COPY OF ADVERTISEMENT

### NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, August 5, 2025 at 5:30 P.M. at the Bridge View Center in the City of Ottumwa, Iowa on an ordinance amending the code of ordinances by changing the zoning classification of the property described as S 1/2 AL 4 NENW SEC 26-72-14 2.5 ACRE (SHERWOOD) City of Ottumwa, Wapello County, Iowa, also known as parcel # 007417540028000 from R-1 Residential to R-5 Residential. All persons interested in the proposed rezoning of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent of rezoning said property.

FOR THE CITY OF

OTTUMWA:

Jake Rusch, Zoning  
and Housing Coordinator

received  
7.28.25 430

Item No. H.-1.

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 5, 2025

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Removal of the Old Shower House in the Ottumwa Park Campground

\*\*\*\*\*

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

RECOMMENDATION: Approve the Removal of the Old Shower House in the Ottumwa Park Campground

DISCUSSION: The old shower house in the Ottumwa Park Campground was built in 1966. The shower house has numerous problems and is currently locked by the campground hosts. A list of the problems is attached. The old shower house is no longer needed since there is a new shower house in the Ottumwa Park Campground. The removal of the old shower house was approved by the Ottumwa Parks Advisory Board at their meeting on June 10, 2025. The removal of the old shower house will be a Fall/Winter project for the parks employees.

Source of Funds: Operating Budget

Budgeted Item:  Budget Amendment Needed: No

## ISSUES WITH OLD SHOWER HOUSE

Ceiling in men and women side both has fallen since last year about 1 and ½ inches.

Grout has come out of the floor tile.

Shower fixtures are not available to buy parts for.

Mold behind fiberglass shower liners is real bad on both sides.

Copper water lines are turning blue and will be erupting.

Exhaust fan women side burnt up.

Lot of trouble with homeless getting in and trashing the house along with graffiti, etc.

Bad blind spot for campers.

Crossing by dump station.

The floor in women side settled or broken under tile water runs away from drain clear to entry door.

Key pads are wore out, can put in new codes but can't clear old codes.

There is just a handful of people who use the shower house. Most people use their own in campers and have a honey wagon. Those who don't have one, we have one for people to use the new shower house will suffice fine for no more than use it.

received  
72825 430

Item No. H.-2.

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Aug 5, 2025

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Removal of the Tennis Courts in Ottumwa Park

\*\*\*\*\*

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

RECOMMENDATION: Approve the Removal of the Tennis Courts in Ottumwa Park

DISCUSSION: The 6 tennis courts in Ottumwa Park were built in 1973 and are beyond repair. There is currently about 1500 linear feet of cracking which has made them unplayable. These courts have been replaced by the new courts located East of Ottumwa High School, which are open to the public. Removing the 6 Ottumwa Park courts will create more open space for the future development of baseball and softball fields in Ottumwa Park. The removal of the tennis courts was approved by the Ottumwa Parks Advisory Board at their meeting on June 10, 2025. The tennis courts will be removed by the parks employees as a Fall/Winter project.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

received  
7-31-25 930

Item No. H.-3.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 5, 2025

John Lloyd WPCF Superintendent  
Prepared By

Public Works - WPCF  
Department

Phillip Burgmeier Public Works Director *PB*  
Department Head

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Sell Crane Truck#20 and work Truck #45

\*\*\*\*\*  
 **\*\*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 sale of Crane Truck #20 and work Truck #45

DISCUSSION: This is to sell Crane Truck #20, a 2008 Ford F550 with mechanics box and crane. This truck has been replaced with Truck #114 that was built and purchased in the last fiscal year. Work Truck #45 was replaced with truck #121.

In the time since the purchase of their replacement trucks city policy changed to require approval by Council for the sale of equipment over \$5,000.

Both trucks will be sold through online auctions.

This sale proceeds of both trucks are to be put into fund 610-815-4810.

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Aug 5, 2025

Airport  
Department

Jay Wheaton  
Prepared By  
Jay Wheaton  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #137-2025

\*\*\*\*\*

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

RECOMMENDATION: Approve Resolution # 137-2025 to accept the Grant offer for Airport Improvement Program (AIP) project No. 3-19-0073-027-2025 at the Ottumwa Regional Airport.

DISCUSSION: The Federal Aviation Administration has awarded an AIP Grant of \$465,090 or 48% for the Apron and Taxi-Way improvements at the Ottumwa Regional Airport. The total Federal funding is \$972,572 or 95% of the total project cost. Staff recommends accepting this grant. Attached is a copy of the Grant Agreement.

Source of Funds: 48% FAA AIP Grant

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION #137-2025**

**A RESOLUTION APPROVING THE CITY OF OTTUMWA'S ACCEPTANCE AND GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE APRON REHABILITATION PROJECT AT THE OTTUMWA REGIONAL AIRPORT.**

WHEREAS, The City of Ottumwa, Iowa desires to improve and reconstruct the apron and taxi-way at the Ottumwa Regional Airport

WHEREAS, The grant is for the reconstruction and rehabilitation at the Ottumwa Regional Airport.; and

WHEREAS, The AIP grant awarded is approximately \$465,090 for said work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: The proposed Grant Agreement between the City of Ottumwa, Iowa and the Federal Aviation Administration (FAA) for the apron reconstruction and rehabilitation work at the Ottumwa Regional Airport is hereby approved

PASSED AND ADOPT this August 5th, 2025

CITY OF OTTUMWA, IOWA

ATTEST:

  
Christina Reinhard  
Christina Reinhard, City Clerk

Richard W. Johnson  
Richard W. Johnson, Mayor



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Airports Division  
Central Region  
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600  
901 Locust  
Kansas City, MO 64106

Mr. J.D. Wheaton  
Airport Facilities Manager  
Ottumwa Regional Airport  
14802 Terminal Street  
Ottumwa, IA 52501

Dear Mr. Wheaton:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0073-027-2025 at Ottumwa Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

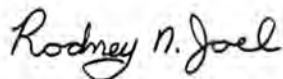
**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Anthony Pollard, Ph: (816) 329-2619, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel

Director, Central Region Airports Division



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2025 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date	_____
Airport/Planning Area	<u><b>Ottumwa Regional</b></u>
AIP Grant Number	<u><b>3-19-0073-027-2025</b></u>
Unique Entity Identifier	<u><b>K1L6UC1WHZ93</b></u>

TO: **City of Ottumwa, Iowa**  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **April 28, 2025**, for a grant of Federal funds for a project at or associated with the **Ottumwa Regional Airport**, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the **Ottumwa Regional Airport** (herein called the "Project") consisting of the following:

**Reconstruct Apron Southwest of Large Aircraft Hangar (43,155,504 SF); Rehabilitate Apron West of GA Terminal (86,040 SF), Crack Seal and Full Depth Patching, and Emulsified Seal Coat – Phase 2 Construction Approximately 48% of the project**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated

Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$465,090.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$0** for planning

**\$465,090.00** for airport development or noise program implementation; and,

**\$0** for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. **Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).
  - b. **Budget Period:**
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b). Eligible project related costs incurred on or after November 15, 2021, that comply with all Federal funding, procurement requirements and FAA standards are allowable costs.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination:

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

- (5) The FAA determines that termination of this agreement is in the public interest.

- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the

Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

- i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
  - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
    - a) Associated with the performance under this Grant; or
    - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provisions applicable to a recipient other than a private entity.*
  - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or
      - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
  - a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
  - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
  - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
  - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions. For purposes of this Grant award, term:*
  - a. "Employee" means either:
    - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a

volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 24, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Co-Sponsor.** The Co-Sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>
31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and
  - b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will

cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

**33. National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

**34. Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

**35. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

### SPECIAL CONDITIONS

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - i. Inspection date;
      - ii. Location;
      - iii. Distress types; and
      - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
37. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
    3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
    4. Qualifications of engineering supervision and construction inspection personnel;
    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
    6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
38. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more

substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

39. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
40. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
41. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
  - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
42. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
43. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

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*(Signature of Sponsor's Authorized Official)*

**Rodney N Joel**

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*(Typed Name)*

**Acting Director, Central Region Airports Division**

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*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated

**City of Ottumwa, Iowa**

*(Name of Sponsor)*

*(Signature of Sponsor's Authorized Official)*

**By:**

*(Typed Name of Sponsor's Authorized Official)*

**Title:**

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at

**By:**

\_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

# ASSURANCES

## AIRPORT SPONSORS

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### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

### B. Duration and Applicability.

#### 1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### 2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

## **FOOTNOTES TO ASSURANCE (C)(1)**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and

procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed

as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act

of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or

conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([sponsor name]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such

land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to,

AIP:		IIJA:		Budget Information	
Admin	\$1,721.54	Admin	\$1,878.45	Admin	\$3,600.00
Engineering Basic	\$7,173.09	Engineering Basic	\$7,826.90	Engineering Basic	\$15,000.00
Other Engineering	\$0.00	Other Engineering	\$0.00	Other Engineering	\$0.00
Project Inspection	\$81,295.02	Project Inspection	\$88,704.81	Project Inspection	\$170,000.00
Construction	\$399,379.00	Construction	\$435,781.16	Construction	\$835,161.00
Miscellaneous	\$0.00	Miscellaneous	\$0.00	Miscellaneous	\$0.00
<b>Total</b>	<b>\$489,568.65</b>	<b>Total</b>	<b>\$534,191.32</b>	<b>Total</b>	<b>\$1,023,761.00</b>
<b>Federal Share</b>	<b>\$465,090</b>	<b>Federal Share</b>	<b>\$507,482</b>	<b>Federal Share</b>	<b>\$972,572</b>

**Total Federal Share**                    \$972,572  
**AIP Percentage**                            48%  
**IIJA Percentage**                            52%

received  
7-28-25 2pm

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 5, 2025

Airport  
Department

Jay Wheaton

Prepared By

Jay Wheaton

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #138-2025

\*\*\*\*\*

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

RECOMMENDATION: Approve Resolution # 138-2025 to accept the Grant offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-19-0073-028-2025 at the Ottumwa Regional Airport.

DISCUSSION: The Federal Aviation Administration has awarded an IIJA Grant of \$507,482 or 52% for the Apron and Taxi-Way improvements at the Ottumwa Regional Airport. The total Federal funding is \$972,572 or 95% of the total project cost. Staff recommends accepting this grant. Attached is a copy of the Grant Agreement.

Source of Funds: 52% FAA IIJA Grant

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION #138-2025**

**A RESOLUTION APPROVING THE CITY OF OTTUMWA'S ACCEPTANCE AND GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE APRON REHABILITATION PROJECT AT THE OTTUMWA REGIONAL AIRPORT.**

WHEREAS, The City of Ottumwa, Iowa desires to improve and reconstruct the apron and taxi-way at the Ottumwa Regional Airport

WHEREAS, The grant is for the reconstruction and rehabilitation at the Ottumwa Regional Airport.; and

WHEREAS, The IIJA grant awarded is approximately \$507,482 for said work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: The proposed Grant Agreement between the City of Ottumwa, Iowa and the Federal Aviation Administration (FAA) for the apron reconstruction and rehabilitation work at the Ottumwa Regional Airport is hereby approved

PASSED AND ADOPT this August 5th, 2025


CITY OF OTTUMWA, IOWA

ATTEST:



*Christina Reinhard*

Christina Reinhard, City Clerk



*Richard W. Johnson*

Richard W. Johnson, Mayor



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Airports Division  
Central Region  
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600  
901 Locust  
Kansas City, MO 64106

Mr. J.D. Wheaton  
Airport Facilities Manager  
Ottumwa Regional Airport  
14802 Terminal Street  
Ottumwa, IA 52501

Dear Mr. Wheaton:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-19-0073-028-2025 at Ottumwa Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the

Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

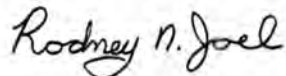
**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Anthony Pollard, Ph: (816) 329-2619, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel

Director, Central Region Airports Division



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date

Airport/Planning Area

Ottumwa Regional

Airport Infrastructure Grant  
Number

3-19-0073-028-2025

Unique Entity Identifier

K1L6UC1WHZ93

TO: City of Ottumwa, Iowa, Iowa

(herein called the "Sponsor") (The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **April 28, 2025**, for a grant of Federal funds for a project at or associated with the **Ottumwa Regional Airport** which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the **Ottumwa Regional Airport** (herein called the "Project") consisting of the following:

**Reconstruct Apron Southwest of Large Aircraft Hangar (43,504 SF); Rehabilitate Apron West of GA Terminal (86,040 SF), Crack Seal and Full Depth Patching, and Emulsified Seal Coat –**

**Phase 2 Construction –**

**Approximately 52% of the project**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$507,482.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$0** for planning

**\$507,482.00** for airport development or noise program implementation; and,

**\$0** for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C. § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before \_\_\_\_\_, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

- 13. Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

- 19. Audits for Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
- 20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.
- 21. Ban on Texting While Driving.**
- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
      - c) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
      - d) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - e) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - f) Charging recruited employees a placement or recruitment fee; or
      - g) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - 2. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
    - i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant; or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph(b)(1) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or
      - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are

provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. *Provisions applicable to a recipient other than a private entity.*
1. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
    - i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or
      - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b)(1) of this Grant.
  2. The FAA's right to unilaterally terminate this Grant as described in paragraphs (b)(2) or (c)(1) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
  3. The recipient must include the requirements of paragraph (b)(1) of this Grant award term in any subaward it makes to a private entity.
  4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- e. *Definitions. For purposes of this Grant award, term:*
1. "Employee" means either:
    - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
  2. "Private entity" means:
    - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

- ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

- 23. IJIA Funded Work Included in a PFC Application.** Within **120** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated **March 24, 2015**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the

project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

FAA Reauthorization Act of 2024. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

- 29. Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
  - b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- 30. Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
- 31. National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
    - (1) additional conditions on the award;
    - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
    - (3) any other remedy legally available.
  - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
- 32. Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
- 33. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

## SPECIAL CONDITIONS

- 34. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - i. Inspection date;
      - ii. Location;
      - iii. Distress types; and
      - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**35. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - a. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

**36. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition such that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation, funding for the pavements maintained under this project will not be requested for

more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

- 37. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 38. Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 39. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
- 40. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
- 41. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

**Rodney N. Joel**

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*(Typed Name)*

**Director, Central Region Airports  
Division**

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*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated

**City of Ottumwa, Iowa**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_  
<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

\_\_\_\_\_

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.

- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

#### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

#### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

- public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
  - c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
  - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
    1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
    2. complies with the portions of the plan approved by the Secretary.
  - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
    1. eliminate such adverse effect in a manner approved by the Secretary; or
    2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Ottumwa Regional Airport**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of April 28, 2025.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

**40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

AIP:		IIJA:		Budget Information	
Admin	\$1,721.54	Admin	\$1,878.45	Admin	\$3,600.00
Engineering Basic	\$7,173.09	Engineering Basic	\$7,826.90	Engineering Basic	\$15,000.00
Other Engineering	\$0.00	Other Engineering	\$0.00	Other Engineering	\$0.00
Project Inspection	\$81,295.02	Project Inspection	\$88,704.81	Project Inspection	\$170,000.00
Construction	\$399,379.00	Construction	\$435,781.16	Construction	\$835,161.00
Miscellaneous	\$0.00	Miscellaneous	\$0.00	Miscellaneous	\$0.00
<b>Total</b>	<b>\$489,568.65</b>	<b>Total</b>	<b>\$534,191.32</b>	<b>Total</b>	<b>\$1,023,761.00</b>
<b>Federal Share</b>	<b>\$465,090</b>	<b>Federal Share</b>	<b>\$507,482</b>	<b>Federal Share</b>	<b>\$972,572</b>

**Total Federal Share**                      **\$972,572**  
**AIP Percentage**                              **48%**  
**IIJA Percentage**                              **52%**

**received**  
7-30-25 1015.

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 8, 2025

Airport  
Department

JD Wheaton

Prepared By

JD Wheaton

Department Head

City Administrator Approval

AGENDA TITLE: Approve Resolution # 139-2025, which is the Master Agreement with Kirkham, Michael & Associates for Consultant Services at Ottumwa Regional Airport.

\*\*\*\*\*

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

RECOMMENDATION: Adopt and Approve Resolution #139-2025

DISCUSSION: Pursuant to FAA requirements and guidelines, the City solicited statements of qualification for consultants for airfield development projects that are anticipated to occur within the next 5 years at the Ottumwa Regional Airport. The selection process is based upon qualifications and not fees. Only one proposal was received by the proposal due date of July 22, 2025 at 2:00 This process has to be completed every 5 years. With the only proposal being from the current consultant, the recommendation from staff is that this proposal be accepted and approved. The RFQ was advertised in the Ottumwa Courier, City of ottumwa website as well as Master Builders of Iowa. (Please See Next Page)

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

Kirkham, Michael & Associates has been the airports consultant for the last 10 years and was instrumental in the ramp reconstruction, fuel farm and the runway reconstruction projects in the past. Future projects include Taxiway rehabilitation projects, LED Edge lighting, New LED Airfield Signage, renumbering of runway 31/13 and Rehab runway 04/22. Staff is also recommending approval of the attached proposed Master Agreement. The Resolution would authorize the Mayor to sign said Agreement.

**RESOLUTION #139-2025**

**A RESOLUTION APPROVING A MASTER AGREEMENT WITH KIRKHAM, MICHAEL & ASSOCIATES FOR ENGINEERING SERVICES AT THE OTTUMWA REGIONAL AIRPORT.**

WHEREAS, FAA regulations require that the City solicit Statements of Qualifications for Engineering Services at the Ottumwa Regional Airport; and

WHEREAS, the City did follow FAA guidelines to solicit those Statements from qualified airport engineering firms; and

WHEREAS, the City's deadline for receiving those Statements was July 22, 2025; and

WHEREAS, the City received one Statement from its current service provider, Kirkham, Michael & Associates; and

WHEREAS, the City has been working with Kirkham, Michael & Associates for the past 10 years and staff has had a good working relationship with said firm; and


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: The proposed Master Agreement is hereby approved and the Mayor is hereby authorized on behalf of the City to sign said Master Agreement with Kirkham, Michael & Associates for a five-year extension.

PASSED AND ADOPT this August 5th, 2025

CITY OF OTTUMWA, IOWA

ATTEST:

  
Christina Reinhard, City Clerk

  
Richard W. Johnson, Mayor

**MASTER AGREEMENT FOR PROFESSIONAL  
ENGINEERING, SURVEYING AND RELATED SERVICES BETWEEN  
OTTUMWA REGIONAL AIRPORT, OTTUMWA, IOWA  
AND KIRKHAM, MICHAEL & ASSOCIATES, INC.**

THIS MASTER AGREEMENT is entered into this 5 day of August, 2025 between **City Name** (the "CITY") and **Kirkham, Michael & Associates, Inc.** (the "CONSULTANT"). The CITY and the CONSULTANT, in consideration of their mutual promises herein set forth, agree as follows:

**I. DEFINITIONS**

The following words and terms shall have the following meanings in this Agreement:

"CITY" shall mean: **Ottumwa Regional Airport  
City of Ottumwa  
14802 Terminal Street  
Ottumwa, Iowa 52501  
Attn: Richard Johnson, Mayor**

"CONSULTANT" shall mean: **Kirkham, Michael & Associates, Inc.  
12700 West Dodge Road  
Omaha, Nebraska 68154  
Attn: Eric Johnson, Vice President**

"Project" shall mean the project for which the CITY desires to engage the Services of the CONSULTANT. The Project will be defined by the Task Order (the "TO") submitted by the CONSULTANT to the CITY for approval prior to any initiation of the Project.

"Services" shall mean the professional services of the CONSULTANT described in Paragraph II below.

**II. SERVICES OF THE ENGINEER**

The CITY has retained the CONSULTANT to provide Professional Engineering, Surveying and Related Services as requested by the CITY in accordance with the General Terms and Conditions set forth in Paragraph IV. The general descriptions of the professional services include, but are not limited to, the following:

Basic civil engineering services

Professional Services to be provided by the CONSULTANT not listed above include any and all services requested by the CITY and provided by the CONSULTANT. Each request for Professional Services will be included in a Task Order. The format of the Task Order is

attached to this Master Agreement. Each Task Order shall include the following elements  
1) Scope of Services 2) Compensation 3) Deliverables and 4) Scheduled Milestones.

### **III. CITY'S RESPONSIBILITIES**

The CITY shall provide all criteria and full and timely information with respect to the CITY'S requirements for the Project or Task Order in order to assist the CONSULTANT in the performance of the Services, including placing at the CONSULTANT's disposal all information available to the CITY which is pertinent to the Project or Task Order. The CITY shall furnish approvals and permits from governmental authorities having jurisdiction of the Project, budgetary decisions, and provide insurance and legal counseling and the services of testing laboratories such as water quality tests, soil investigation and geotechnical services and concrete and other materials during construction and provide environmental assessments, audits, investigations and impact statements and other relevant environmental studies as to the Project and the site as required.

CITY will make prompt review and submit comments to CONSULTANT at the time of each submittal of documents prepared under Paragraphs II and CITY will promptly advise CONSULTANTS of other entities including scope of services, working in connection with the project.

CONSULTANT is entitled to rely on criteria and information furnished by CITY.

The CITY shall designate a Representative who shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and make decisions with respect to the Project.

### **IV. GENERAL TERMS AND CONDITIONS**

#### **A. Time of Beginning and Completion of Services**

The Services to be performed under this Agreement shall commence upon execution of this agreement by the Owner and execution of each Task Order. The completion of services shall be defined within each Task Order.

#### **B. Compensation to the CONSULTANT**

1. Any Service provided by the CONSULTANT shall be paid in accordance with the provisions of each Task Order
2. CITY shall pay CONSULTANT for Professional Services on a lump sum basis as specified within the Task Order prepared for the Project. The lump sum fee includes reimbursable expenses and sub-consultant costs. This fee is based on the scope of services developed and identified in the Task Order.  
or

3. CITY shall pay CONSULTANT for Professional Service on an Hourly Fee basis as specified below:

Principal - \$260 - \$300  
Senior Project Manager - \$240 - \$270  
Environmental Engineer - \$150 - \$170  
Environmental Scientist - \$140 - \$175  
Civil Engineer - \$175 - \$240  
Project Engineer - \$205 - \$240  
Engineering Cadd Technician - \$100 - \$120  
Surveyor/Construction Resident - \$110 - \$130  
Registered Land Surveyor - \$160 - \$200  
Clerical - \$80 - \$110

The above hourly rates will increase annually at a rate of 4% on the following dates:

January 1, 2026  
January 1, 2027  
January 1, 2028  
January 1, 2029

Reimbursable costs of subconsultants or subcontractors to Kirkham Michael shall be paid on the basis of cost plus 10%. All other reimbursable costs shall be covered under Paragraph 6 below.

4. Any progress payments on Lump Sum Task Orders are the portion of the total services actually completed at the time of billing, as estimated by the CONSULTANT.
5. In the event of termination during any phase of the project, CONSULTANT will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of CONSULTANT'S Hourly Rates as listed above for services performed or furnished during that phase to date of termination by CONSULTANT'S principals and employees engaged directly on the Project, plus the cost of reimbursable expenses and sub-consultant fees.
6. CITY shall pay CONSULTANT for Reimbursable Expenses in connection with the Task Order, termination provisions or for additional services rendered. Examples of Reimbursable Expenses include items such as subsistence, lodging, transportation and mileage; toll telephone calls; telecopy, fax, and telegrams; courier and express delivery services; postage and shipping charges for project-related materials; reproduction of reports, drawings, specifications, bidding documents and similar project related items in addition to those required to be delivered to CITY; photography; and costs of acquiring other materials specifically for and solely applicable to this Project. Mileage rates shall be in accordance with current published Internal Revenue Service's rates. The

amount payable to CONSULTANT for Reimbursable Expenses will be the charge at actual cost.

C. Opinion of Probable Costs

In providing estimates of probable construction cost, The CLIENT understands that the CONSULTANT has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and the CONSULTANT's estimates of probable construction costs are made on the bases of the CONSULTANT'S professional judgement and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT'S estimate of probable construction cost.

In the event the CITY desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, the CONSULTANT will upon written authorization from the CITY secure the services of a specialized cost estimating and analyzing firm acceptable to the CITY. The CITY shall agree to the payment of additional compensation as required.

D. Construction Phase

During any construction phase, the CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as determined by the CONSULTANT or otherwise agreed in writing to observe the progress and quality of the executed work of contractors and to determine in general if such work is proceeding in accordance with the contract documents. The CONSULTANT shall not be requested to make exhaustive or continuous on-site inspections to check the quality or quantity of such work, nor shall CONSULTANT be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to such work. The CONSULTANT shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents nor guarantee such work in any manner. The CONSULTANT'S efforts will be directed toward providing a greater degree of confidence for the CITY that the completed work of the contractors will conform to the contract documents, and the CONSULTANT, based on on-site observations, will keep the CITY informed of the progress of the work.

E. Invoices

Invoices will be prepared and linked to approved Task Orders submitted by the CONSULTANT not more often than monthly, and are due and payable by the CITY on receipt. Unpaid balances shall be subject to an additional interest charge at the rate of one and one half percent (1.5%) per month after 30 days from date of billing. In addition, the CONSULTANT may, if payment is not received within 30 days of billing date, after giving seven days written notice to the CITY, suspend Services without liability until the CITY has paid in full all amounts due the CONSULTANT.

F. Termination

The obligations of the CONSULTANT to provide further Basic Services or Additional Services under this Agreement may be terminated (i) by the CITY on seven days' written notice or (ii) by either party upon seven days' written notice in the event of a substantial failure of the other party to perform its obligations under the Agreement through no fault of the terminating party. The right of termination in this paragraph shall in no way limit the remedies available to CITY or CONSULTANT in the event of a default by the other party.

G. Insurance

The CONSULTANT agrees to purchase at its own expense Worker's Compensation insurance, Professional Liability insurance and Commercial General Liability insurance and will, upon request, furnish insurance certificates to the CITY. The CONSULTANT agrees to purchase whatever additional insurance is requested by the CITY (presuming such insurance is available), provided the premiums for additional insurance are reimbursed by the CITY.

H. Indemnification

It is understood and agreed that, in providing the Services and Additional Services, if any, the CONSULTANT shall indemnify the CITY for any loss or damage solely caused by the CONSULTANT'S negligent act, error or omissions in performance of the Services except for Uninsurable Activities.

Uninsurable Activities shall be defined as undertaking uninsurable obligations for the CITY'S benefit which may involve the presence or potential presence of hazardous substances, including, but not limited to, activities relating to hazardous waste disposal and cleanup of environmental pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed); liability relating to asbestos including specification of a product, material or process containing asbestos; failure to detect the existence or proportion of asbestos in a product, material or process; the abatement, replacement or removal of a product, material or process containing asbestos, and activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants and any other similar activity for which insurance is reasonably unavailable.

I. Limitation of Liability

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit CONSULTANT'S liability arising from the CONSULTANT'S professional acts, errors, or omissions, such that the total aggregate liability of CONSULTANT shall not exceed \$50,000 or the CONSULTANT'S fee for services rendered on the Project, whichever is less.

J. Gratuities

The CONSULTANT represents that no gratuities (in the form of the entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the CITY with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

K. Confidentiality

The CONSULTANT shall maintain as confidential and not disclose to others without CITY'S prior written consent, all information obtained from CITY, not otherwise previously known to the CONSULTANT or in the public domain, as owner expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which is published or comes into the public domain through no fault of the CONSULTANT, is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

CITY agrees that CONSULTANT may use and publish CITY'S name and general description of the CONSULTANT'S services with respect to the Project in describing the CONSULTANT'S experience and qualifications to other clients or potential clients.

L. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by CONSULTANT (and CONSULTANT'S subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CITY may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for use or reuse by owner or others to complete the project or for extensions of the Project or on any other project. Any use or reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT or to the CONSULTANT'S subsidiaries, independent professional associates, special consultants and subcontractors. CITY agrees to defend, indemnify and hold harmless the CONSULTANT from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of such reuse or alteration by the CITY or acting through the CITY. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by CITY and the CONSULTANT.

M. Proprietary Data

Any technical and pricing information contained in this Agreement is to be considered confidential and proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of CONSULTANT.

N. Governing Law - Miscellaneous

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska.

The Agreement expresses the entire Agreement between the parties, and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein.

O. Non-Discrimination

The CONSULTANT shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the work on the Project, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, or privileges of employment of such employee or applicant. The CONSULTANT shall include this same, or substantially similar, provision in any contract with any subcontractor hired by the CONSULTANT for the performance of work on the Project.

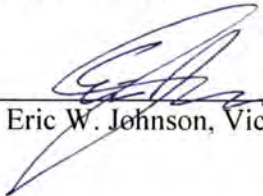
P. Services Utilizing Federal Funds

Services provided to the CITY by the CONSULTANT that are funded with federal funds will utilize the appropriate contracts which stipulate the necessary terms and conditions, if required. Such requirement shall be spelled out in the specific Task Order. In the absence of such requirements, the terms and conditions stipulated herein shall apply.

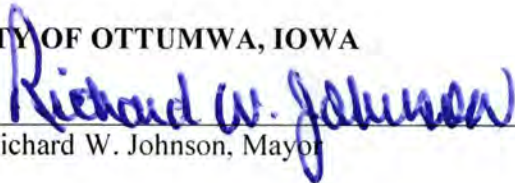
This Agreement is binding on successors and assigns of either party, and neither party shall assign any rights under or interest in this Agreement without the consent of the other party, except that the Engineer may without such consent employ consultants and others in the performance of the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials as of the first day and year above written:

CONSULTANT: **KIRKHAM, MICHAEL & ASSOCIATES, INC.**

  
\_\_\_\_\_  
Eric W. Johnson, Vice President

CITY: **CITY OF OTTUMWA, IOWA**

  
\_\_\_\_\_  
Richard W. Johnson, Mayor

received  
7-31-25 1145h

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 5, 2025


Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 140-2025 - Resolution Establishing Policy Related to Process and Procedures for Requesting Proclamations of the Mayor or City Council

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 140-2025

DISCUSSION:

Due to the recent increase in requests for proclamations it was recommended to implement a policy to outline the process for making a request as well as clarify that proclamations are official government expressions to be issued at the discretion of the mayor or city council. The attached policy also identifies criteria for what will be forwarded to city council for consideration, reserves the right to exercise editorial discretion over the content of the proclamations, and verifies the city council may decline some requests without justification.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

**RESOLUTION NO. 140-2025**

**RESOLUTION ESTABLISHING POLICY RELATED TO PROCESS AND PROCEDURES FOR REQUESTING PROCLAMATIONS OF THE MAYOR OR CITY COUNCIL**

**WHEREAS**, on occasion the city receives requests for proclamations from individuals or groups to recognize events or accomplishments which are of importance to the City of Ottumwa; and

**WHEREAS**, it is a best practice to identify and craft a written policy to identify the process and procedure to request and have a proclamation considered by the city council; and

**WHEREAS**, city staff has reviewed the process utilized by other communities and has drafted the attached policy for consideration.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the attached Consideration and Issuance of Proclamations Policy be adopted; 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 5<sup>th</sup> day of August, 2025.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

**The City of Ottumwa Consideration and Issuance of Proclamations Policy establishes the process for requesting, reviewing, and considering proclamations requested by the public.**

### **I. Purpose**

This policy establishes the guidelines and procedures for the request, consideration, and potential issuance of proclamations requested of the city council for the City of Ottumwa. Proclamations are official government expressions issued by the Mayor and/or City Council to recognize significant dates, events, individuals, groups, milestones, causes, or educational purposes that are of importance to the community.

### **II. Scope**

This policy applies to all requests for proclamations submitted to the City, including those initiated by community members, organizations, city staff, or elected officials.

### **III. Definitions**

- **Proclamation:** A ceremonial document referencing an official expression of the city government issued by the Mayor or City Council that recognizes an event, individual, group, milestone, or cause.
- **Ceremonial Document:** Includes proclamations, commendations, certificates of recognition, and letters of support, as appropriate.

### **IV. Eligibility Criteria**

A proclamation may be considered if it meets the following criteria:

1. **Community Relevance:** The subject matter must have a clear and positive relevance to the City of Ottumwa and its residents. Any events or organizations with no direct relationship to the City of Ottumwa or its residents will not be considered.
2. **Timeliness:** Requests must be submitted at least thirty (30) days in advance of the date needed by the requesting entity.
3. **Non-Commercial:** Proclamations will not be issued for commercial advertising, profit-driven ventures, or marketing purposes.
4. **Non-Partisan and Non-Religious:** Proclamations will not endorse political candidates, political parties, public or private ballot issues, religious doctrine, or sectarian positions. Any matters of political controversy, ideological or religious beliefs, or individual convictions will not be considered.
5. **Public Benefit:** The proclamation should promote civic pride, public awareness, or community engagement. Any individual or organization, or relating to any event which discriminates based upon any legally protected class will not be considered.
6. **Repeat Requests:** Annual or recurring proclamations may be limited or rotated to ensure equity and avoid overuse.

## V. Procedure for Requesting a Proclamation

1. **Submission:** Individuals or groups desiring a proclamation of the city council shall submit a written request to the City Clerk's Office. To be considered the request must meet the eligibility criteria identified in this policy and include the following:
  - o Contact information, including a working telephone number
  - o Proposed proclamation title\*
  - o Description of the event or recognition
  - o Description of importance and/or relevance to the City of Ottumwa
  - o Desired date of presentation or issue
  - o Draft language (optional but encouraged)\* –

*\* The City reserves the right to edit the document as necessary or desired*
2. **Review:**
  - o The City Clerk and City Administrator will review the request for compliance with this policy. If the request meets the requirements, it will be forwarded to the Mayor.
  - o The Mayor will review the requested submission for community relevance and identify which meeting (if any) the request should be placed for consideration of the City Council.
  - o If moved to a meeting of the City Council, the proclamation will be drafted in the City's standard format.
  - o The City reserves the right to edit the language for clarity, tone, appropriateness, and in the interest of the community.
3. **Issuance / Presentation:**
  - o Proclamations may be presented at a City Council meeting or other public event, or delivered electronically or by mail at the City's discretion.

## VI. Restrictions

- The City reserves the right to decline any request without providing justification.
- No proclamation shall be considered an official endorsement by the City.
- The City may limit the number of proclamations issued per month to maintain efficiency and fairness.

## VII. Contact for Inquiries and Submissions:

City Clerk's Office  
105 East Third Street  
[reinhardt@ottumwa.us](mailto:reinhardt@ottumwa.us)  
641-683-0620

received  
7-29-25 330

Item No. I.-5.

# CITY OF OTTUMWA Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 5, 2025

City Clerk \_\_\_\_\_  
Department

Christina Reinhard  
Prepared By  
Christina Reinhard *cjr*  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 141-2025, Resolution in Support of and Calling for a Special Election on the Imposition of a Local Option Sales and Services Tax Within the City of Agency, Iowa, at the Rate of 1%.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 141-2025.

DISCUSSION: The City of Agency currently has an imposition of the 1% Local Option Sales & Service Tax (LOSST), which is set to expire on December 31, 2025. The City desires that a question on the imposition of a new local sales and services tax, to be effective January 1, 2026, without repeal of the current LOSST, be placed on the ballot for the November 4, 2025 special election. Iowa Administrative Code Section 701-107.2(2) requires that the elected governing bodies representing 50% of the county population pass a resolution in support of the measure being placed on the ballot for November 4, 2025.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

**ITEMS TO INCLUDE ON AGENDA FOR AUGUST 5, 2025**

**CITY OF OTTUMWA, IOWA**

Local Option Sales and Services Tax (Imposition within the City of Agency, Iowa)

- Resolution in Support of and Calling for a Special Election on the Imposition of a Local Option Sales and Services Tax Within the City of Agency, Iowa, at the Rate of 1%

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21  
AND THE LOCAL RULES OF THE CITY.

August 5, 2025

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Bill Hoffman Jr., Doug McAntire, Keith Caviness, Dan Reid, Cara Galloway

---

Absent: None

Vacant: N/A

\* \* \* \* \*

Whereupon, Council Member Caviness introduced the Resolution hereinafter set out entitled "RESOLUTION IN SUPPORT OF AND CALLING FOR A SPECIAL ELECTION ON THE IMPOSITION OF A LOCAL OPTION SALES AND SERVICES TAX WITHIN THE CITY OF AGENCY IN WAPELLO COUNTY, IOWA, AT THE RATE OF 1%" and moved that the Resolution be adopted.

Council Member Galloway seconded the motion. The roll was called and the vote was,

AYES: Hoffman, McAntire, Caviness, Reid, Galloway

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted.

RESOLUTION NO. 141-2025

RESOLUTION IN SUPPORT OF AND CALLING FOR A SPECIAL ELECTION ON THE IMPOSITION OF A LOCAL OPTION SALES AND SERVICES TAX WITHIN THE CITY OF AGENCY IN WAPELLO COUNTY, IOWA, AT THE RATE OF 1%

WHEREAS, a one percent (1%) local option sales and services tax is currently imposed in the City of Agency, Iowa; and

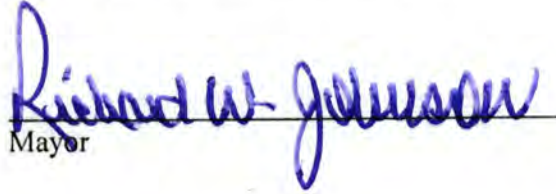
WHEREAS, the City Council of Agency, Iowa, to avoid a lapse in the collection of local sales and services tax revenues, desires that a proposition authorizing the imposition of a new local sales and services tax, effective January 1, 2026, without repeal of the current local sales and services tax, be placed on the ballot for the November 4, 2025 election, pursuant to Iowa Administration Code Section 701-107.2(2).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AGENCY, STATE OF IOWA:

Section 1. The City Council of the City of Agency, Iowa, supports and agrees that the question of the imposition of a 1% local sales and services tax, effective January 1, 2026, without repeal of the current local sales and services tax, shall be submitted to the registered voters of the City of Agency, Iowa in the special election on November 4, 2025.

Section 2. The City Clerk is hereby authorized and directed to provide a certified copy of this Resolution to the County Commissioner of Elections of Wapello County, Iowa.

PASSED AND APPROVED this 5 day of August, 2025.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 5 day of August, 2025.

Christine Reinhard  
City Clerk, Ottumwa, Iowa



# City of Agency

City of Agency  
104 E Main Street  
PO Box 218  
Agency, IA 52530  
(641) 937-5215  
[CityofAgency@gmail.com](mailto:CityofAgency@gmail.com)

City of Ottumwa City Council  
102 Church Street  
Ottumwa, Iowa 52501

Dear Ottumwa City Council Members:

The City of Agency (the "City") currently has an imposition of the 1% Local Option Sales and Service Tax ("LOSST"), which is set to expire on December 31, 2025. The City desires that a question on the imposition of a new local sales and services tax, to be effective January 1, 2026, without repeal of the current LOSST, be placed on the ballot for the November 4, 2025 special election.

In order for the City's LOSST proposition to be on the November 4, 2025 ballot, the City needs to seek resolutions of support from governing bodies within Wapello County representing at least 50% of the population of the county, including the City.

Enclosed please find a form of Resolution of support for the Council to use to provide its support for the City of Agency's efforts to place the LOSST imposition on the ballot in November 2025.

We would appreciate your support in approving and signing the enclosed Resolution of the Council at its August 5, 2025 meeting, and filing it with the County Commission of Elections of Wapello County.

Please contact Angel Schafer if you have any questions.

Sincerely,



Angel Schafer  
City Clerk/Treasurer  
City of Agency

**received**  
7-30-25 8AM

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 5, 2025

Planning & Development  
Department

Jake Rusch

Prepared By

Amal Eltahir

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 142- 2025, a resolution setting August 19, 2025 as the date of a Public Hearing on the Vacation of City owned property and alleyway.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution No. 142- 2025

DISCUSSION: A Public hearing will be held on August 19-2025 to discuss intentions to vacate a portion of the 12' alleyway running northwest/southeast between certain lots in Connell's addition and Norris's subdivision and primarily adjacent to an existing Ottumwa Community School District parking lot within the City of Ottumwa.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 142 - 2025

A RESOLUTION SETTING AUGUST 19 , 2025 AS THE DATE OF A PUBLIC HEARING ON THE VACATION OF CITY OWNED PROPERTY AND ALLEYWAY

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as

THE 12 FOOT ALLEY LYING BETWEEN LOTS 5,6,7 AND LOTS 8,9,10 IN NORRIS' SUBDIVISION OF OUT LOT 33 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA AND

THE 12 FOOT ALLEY LYING BETWEEN LOTS 1,2,3,4 AND LOT 7 IN CONNELL'S ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA AND

THAT PORTION OF LOT 7 IN CONNELL'S ADDITION DEEDED TO THE CITY OF OTTUMWA FOR STREET AND ALLEY PURPOSES DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF SAID LOT 7; THENCE NORTHWEST 30 FEET; THENCE SOUTHEASTERLY AND NORTHERLY ALONG A CIRCUMFERENCE OF A CIRCULAR CURVE WITH A RADIUS OF 12 FEET TO A POINT 30 FEET NORTH OF THE SOUTH CORNER OF SAID LOT 7; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING. ; and

WHEREAS, the above described property and alleyway is within the city of Ottumwa; and

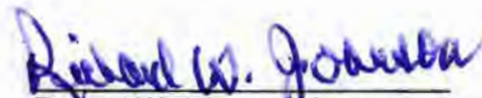
WHEREAS, the City will vacate the property to the interested party (Ottumwa Community School District).

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

That the 19th day of August 2025 at 5.30 PM at the City Council meeting located at 102 Church Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to vacate the real property legally described above to the interested party and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 5th day of August 2025.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**(This agenda item should be incorporated with the other items in your regular agenda and posted or published as required)**

AGENDA ITEM

Governmental Body: City of Ottumwa, Iowa  
Date of Meeting: August 5, 2025  
Time of Meeting: 5:30 o'clock P.M.  
Place of Meeting: Bridge View Center, 102 Church Street, Ottumwa, IA

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

- Resolution fixing date for a public hearing on the proposed vacation of a portion of the 12' alleyway running northwest/southeast between certain lots in Connell's addition and Norris's subdivision and primarily adjacent to an existing Ottumwa Community School District parking lot within the City of Ottumwa

Such additional matters as are set forth on the additional \_\_\_\_\_ pages(s) attached hereto. (number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of said governmental body.

*Christina Reinhard*  
\_\_\_\_\_  
City Clerk, Ottumwa, Iowa

August 5, 2025

The City Council of Ottumwa, Iowa, met in regular session, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 o'clock P.M., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

Bill Hoffman Jr., Doug McAntire, Keith Caviness, Dan Reid, Cara Galloway

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member Caviness introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF THE 12' ALLEYWAY RUNNING NORTHWEST/SOUTHEAST BETWEEN CERTAIN LOTS IN CONNELL'S ADDITION AND NORRIS'S SUBDIVISION AND PRIMARILY ADJACENT TO AN EXISTING OTTUMWA COMMUNITY SCHOOL DISTRICT PARKING LOT WITHIN THE CITY OF OTTUMWA, IOWA", and moved its adoption. Council Member Reid seconded the motion to adopt. The roll was called and the vote was,

AYES: Hoffman, McAntire, Caviness, Reid, Galloway

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NAYS:

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Whereupon, the Mayor declared the Resolution duly adopted as follows:

**RESOLUTION NO. 142-2025**

**RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF THE 12' ALLEYWAY RUNNING NORTHWEST/SOUTHEAST BETWEEN CERTAIN LOTS IN CONNELL'S ADDITION AND NORRIS'S SUBDIVISION AND PRIMARILY ADJACENT TO AN EXISTING OTTUMWA COMMUNITY SCHOOL DISTRICT PARKING LOT WITHIN THE CITY OF OTTUMWA, IOWA**

WHEREAS, Iowa Code section 364.12(2)(a) requires that public ways be vacated by ordinance, after published notice and public hearing; and

WHEREAS, Iowa Code section 306.12 requires notice to be provided to adjoining property owners, affected utility companies, the Iowa Department of Transportation and the County Board of Supervisors by certified mail prior to the vacation of road right-of-way; and

WHEREAS, the City proposes to vacate a portion of the 12' alleyway running northwest/southeast between certain lots in Connell's addition and Norris's subdivision and primarily adjacent to an existing Ottumwa Community School District parking lot within the City of Ottumwa described as follows:

THE 12 FOOT ALLEY LYING BETWEEN LOTS 5,6,7 AND LOTS 8,9,10 IN NORRIS' SUBDIVISION OF OUT LOT 33 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

AND

THE 12 FOOT ALLEY LYING BETWEEN LOTS 1,2,3,4 AND LOT 7 IN CONNELL'S ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

AND

THAT PORTION OF LOT 7 IN CONNELL'S ADDITION DEEDED TO THE CITY OF OTTUMWA FOR STREET AND ALLEY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 7; THENCE NORTHWEST 30 FEET; THENCE SOUTHEASTERLY AND NORTHERLY ALONG A CIRCUMFERENCE OF A CIRCULAR CURVE WITH A RADIUS OF 12 FEET TO A POINT 30 FEET NORTH OF THE SOUTH CORNER OF SAID LOT 7; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING.

WHEREAS, the City Council wishes to give proper consideration to such vacation as

required by law:

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa that:

Section 1. That this Council meet in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, on August 19, 2025 at 5:30 p.m., for the purpose of taking action on the matter of the proposed vacation.

Section 2. That the City Clerk is hereby directed to send notice by certified mail to adjoining property owners, any affected utility companies, the Iowa Department of Transportation and the Wapello County Board of Supervisors regarding the public hearing on the proposed vacation.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF THE 12' ALLEYWAY RUNNING NORTHWEST/SOUTHEAST BETWEEN CERTAIN LOTS IN CONNELL'S ADDITION AND NORRIS'S SUBDIVISION AND PRIMARILY ADJACENT TO AN EXISTING OTTUMWA COMMUNITY SCHOOL DISTRICT PARKING LOT WITHIN THE CITY OF OTTUMWA, IOWA**

The City of Ottumwa hereby gives notice that at the regular meeting of the City Council to be held at the Bridge View Center, 102 Church Street, Ottumwa, Iowa on the 19th day of August, 2025 at 5:30 P.M., the City Council will hold a public hearing and consider whether to approve by ordinance the vacation of the following public property, to wit:

THE 12 FOOT ALLEY LYING BETWEEN LOTS 5,6,7 AND LOTS 8,9,10 IN NORRIS' SUBDIVISION OF OUT LOT 33 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

AND

THE 12 FOOT ALLEY LYING BETWEEN LOTS 1,2,3,4 AND LOT 7 IN CONNELL'S ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

AND

THAT PORTION OF LOT 7 IN CONNELL'S ADDITION DEEDED TO THE CITY OF OTTUMWA FOR STREET AND ALLEY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 7; THENCE NORTHWEST 30 FEET; THENCE SOUTHEASTERLY AND NORTHERLY ALONG A CIRCUMFERENCE OF A CIRCULAR CURVE WITH A RADIUS OF 12 FEET TO A POINT 30 FEET NORTH OF THE SOUTH CORNER OF SAID LOT 7; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING.

A property area map is available for public inspection in the office of the City Clerk.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City to the proposal to vacate the public right-of-way. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to vacate the public property.

This Notice is given by authority of the City Council of the City of Ottumwa.

Dated this 5 day of August 2025.

Christina Reinhard  
City Clerk, City of Ottumwa, Iowa

(End of Notice)

Dated this 5th day of August, 2025.

Richard W. Johnson  
Mayor

Attest:


Christine Reinhard  
City Clerk

CERTIFICATE

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WAPELLO         )

I, the undersigned City Clerk of Ottumwa, Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said Municipality showing proceedings of the Council, and the same is a true and complete copy of the action taken by said Council with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of said Municipality hereto affixed this 5th day of August 2025.

  
\_\_\_\_\_  
City Clerk, Ottumwa, Iowa



(to be mailed by certified mail & published)

**NOTICE OF PUBLIC HEARING ON THE PROPOSED  
VACATION OF A PORTION OF THE 12' ALLEYWAY  
RUNNING NORTHWEST/SOUTHEAST BETWEEN  
CERTAIN LOTS IN CONNELL'S ADDITION AND  
NORRIS'S SUBDIVISION AND PRIMARILY ADJACENT  
TO AN EXISTING OTTUMWA COMMUNITY SCHOOL  
DISTRICT PARKING LOT WITHIN THE CITY OF  
OTTUMWA, IOWA**

The City of Ottumwa hereby gives notice that at the regular meeting of the City Council to be held at the Bridge View Center, 102 Church Street, Ottumwa, Iowa on the 19th day of August, 2025 at 5:30 P.M., the City Council will hold a public hearing and consider whether to approve by ordinance the vacation of the following public property, to wit:

THE 12 FOOT ALLEY LYING BETWEEN LOTS 5,6,7 AND LOTS 8,9,10 IN  
NORRIS' SUBDIVISION OF OUT LOT 33 IN THE CITY OF OTTUMWA,  
WAPELLO COUNTY, IOWA

AND

THE 12 FOOT ALLEY LYING BETWEEN LOTS 1,2,3,4 AND LOT 7 IN  
CONNELL'S ADDITION TO THE CITY OF OTTUMWA, WAPELLO  
COUNTY, IOWA

AND

THAT PORTION OF LOT 7 IN CONNELL'S ADDITION DEEDED TO THE  
CITY OF OTTUMWA FOR STREET AND ALLEY PURPOSES DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 7; THENCE  
NORTHWEST 30 FEET; THENCE SOUTHEASTERLY AND NORTHERLY  
ALONG A CIRCUMFERENCE OF A CIRCULAR CURVE WITH A RADIUS  
OF 12 FEET TO A POINT 30 FEET NORTH OF THE SOUTH CORNER OF  
SAID LOT 7; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING.

A property area map is available for public inspection in the office of the City Clerk.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City to the proposal to vacate the public right-of-way. After all objections have been received and considered, the Council will at this meeting or at any

adjournment thereof, take additional action on the proposal or will abandon the proposal to vacate the public property.

This Notice is given by authority of the City Council of the City of Ottumwa.

4923-4219-6053-1\10981-1000

**received**  
7.30.25 8Am

Item No. I.-7.

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 5, 2025

Planning & Development  
Department

Jake Rusch

Prepared By

Amal Eltahir

Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 143- 2025, a resolution setting August 19, 2025 as the date of a Public Hearing on the Vacation of City owned property and alleyway.

\*\*\*\*\*

**\*\*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 No. 143- 2025

DISCUSSION: A Public hearing will be held on August 19, 2025 to discuss intentions to vacate a alleyway and any additional right-of-way existing on certain City-owned real estate all of which is located in Norris' Subdivision Out Lot No. 33 within the City of Ottumwa.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 143 - 2025

A RESOLUTION SETTING AUGUST 19 , 2025 AS THE DATE OF A PUBLIC HEARING ON THE VACATION OF CITY OWNED PROPERTY AND ALLEYWAY

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as

Lot 26 Norris Subdivision Legal Description:

The West sixteen feet of Lot Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Lot 19 Norris Subdivision Legal Description:

Lot Nineteen (19) except the East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

The East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Alley Legal Description:

The North-South Alley being 12 feet wide and lying between Lots Twenty-five (25) and Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

And

That portion of the East-West alley being 18 feet wide and lying between the South line of Lots Twenty (20) through Twenty-seven (27) in Norris' Subdivision of Out Lot No. Thirty-three (33) and the North line of Lots Seven (7) through Eleven (11) in Block Two (2) in Blake's Addition and the North line of Lots Eight (8) through Twelve (12) in Connell's Addition, all in the City of Ottumwa, Iowa and being more particularly described as follows:

Beginning at the Northeast corner of Lot 11 in Block Two (2) of said Blake's Addition; thence West along the North line of Lots Seven (7) through Eleven (11) in said Block Two (2) and the North line of Lots Eight (8) through Twelve (12) in said Connell's Addition and the Westerly extension thereof to the East line of Lot Seven (7) in said Connell's Addition; thence North along said East line to the Southwest corner of Lot Twenty (20) in said Norris' Subdivision; thence East along the South line of Lots Twenty (20) through Twenty-seven (27) in said Norris' Subdivision to a point 18 feet North of the Point of Beginning; thence South to the Point of Beginning.; and

WHEREAS, the above described property and alleyway is within the city of Ottumwa; and

WHEREAS, the City will vacate the property to the interested party (Ottumwa Community School District).

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

That the 19th day of August 2025 at 5:30 PM at the City Council meeting located at 102 Church Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to vacate the real property legally described above to the interested party and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 5th day of August 2025.

City of Ottumwa, Iowa

Richard W. Johnson  
Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard  
Christina Reinhard, City Clerk

**(This agenda item should be incorporated with the other items in your regular agenda and posted or published as required)**

AGENDA ITEM

Governmental Body: City of Ottumwa, Iowa  
Date of Meeting: August 5, 2025  
Time of Meeting: 5:30 o'clock P.M.  
Place of Meeting: Bridge View Center, 102 Church Street, Ottumwa, IA

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

- Resolution fixing date for a public hearing on the proposed vacation of an alleyway and any additional right-of-way existing on certain City-owned real estate all located in Norris' Subdivision Out Lot No. 33 within the City of Ottumwa, Iowa

Such additional matters as are set forth on the additional \_\_\_\_\_ pages(s) attached hereto. (number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of said governmental body.

  
\_\_\_\_\_  
City Clerk, Ottumwa, Iowa

August 5, 2025

The City Council of Ottumwa, Iowa, met in regular session, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 o'clock P.M., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

Bill Hoffman Jr., Doug McAntire, Keith Caviness, Dan Reid, Cara Galloway

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member Caviness introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF AN ALLEYWAY AND ANY ADDITIONAL RIGHT-OF-WAY EXISTING ON CERTAIN CITY-OWNED REAL ESTATE ALL LOCATED IN NORRIS' SUBDIVISION OUT LOT NO. 33 WITHIN THE CITY OF OTTUMWA, IOWA", and moved its adoption. Council Member Galloway seconded the motion to adopt. The roll was called and the vote was,

AYES: Hoffman, McAntire, Caviness, Reid, Galloway

\_\_\_\_\_

NAYS:

\_\_\_\_\_

\_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

**RESOLUTION NO. 143-2025**

**RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF AN ALLEYWAY AND ANY ADDITIONAL RIGHT-OF-WAY EXISTING ON CERTAIN CITY-OWNED REAL ESTATE ALL LOCATED IN NORRIS' SUBDIVISION OUT LOT NO. 33 WITHIN THE CITY OF OTTUMWA, IOWA**

WHEREAS, Iowa Code section 364.12(2)(a) requires that public ways be vacated by ordinance, after published notice and public hearing; and

WHEREAS, Iowa Code section 306.12 requires notice to be provided to adjoining property owners, affected utility companies, the Iowa Department of Transportation and the County Board of Supervisors by certified mail prior to the vacation of road right-of-way; and

WHEREAS, the City proposes to vacate an alleyway and any additional right-of-way existing on certain City-owned real estate all of which is located in Norris' Subdivision Out Lot No. 33 within the City of Ottumwa described as follows:

Lot 26 Norris Subdivision Legal Description:

The West sixteen feet of Lot Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Lot 19 Norris Subdivision Legal Description:

Lot Nineteen (19) except the East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

The East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Alley Legal Description:

The North-South Alley being 12 feet wide and lying between Lots Twenty-five (25) and Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

And

That portion of the East-West alley being 18 feet wide and lying between the South line of Lots Twenty (20) through Twenty-seven (27) in Norris' Subdivision of Out Lot No. Thirty-three (33) and the North line of Lots Seven (7) through Eleven (11) in Block Two (2) in Blake's Addition and the North line of Lots Eight (8) through Twelve (12) in Connell's Addition, all in the City of Ottumwa, Iowa and being more particularly described as follows:

Beginning at the Northeast corner of Lot 11 in Block Two (2) of said Blake's Addition; thence West along the North line of Lots Seven (7) through Eleven (11) in said Block Two (2) and the North line of Lots Eight (8) through Twelve (12) in said Connell's Addition and the Westerly extension thereof to the East line of Lot Seven (7) in said Connell's Addition; thence North along said East line to the Southwest corner of Lot Twenty (20) in said Norris' Subdivision; thence East along the South line of Lots Twenty (20) through Twenty-seven (27) in said Norris' Subdivision to a point 18 feet North of the Point of Beginning; thence South to the Point of Beginning.

The City will be reserving utility easements upon part or all of the above described property.

WHEREAS, the City Council wishes to give proper consideration to such vacation as required by law:

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa that:

Section 1. That this Council meet in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, on August 19, 2025 at 5:30 p.m., for the purpose of taking action on the matter of the proposed vacation.

Section 2. That the City Clerk is hereby directed to send notice by certified mail to adjoining property owners, any affected utility companies, the Iowa Department of Transportation and the Wapello County Board of Supervisors regarding the public hearing on the proposed vacation.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON THE PROPOSED VACATION OF AN ALLEYWAY AND ANY ADDITIONAL RIGHT-OF-WAY EXISTING ON CERTAIN CITY-OWNED REAL ESTATE ALL LOCATED IN NORRIS' SUBDIVISION OUT LOT NO. 33 WITHIN THE CITY OF OTTUMWA, IOWA**

The City of Ottumwa hereby gives notice that at the regular meeting of the City Council to be held at the Bridge View Center, 102 Church Street, Ottumwa, Iowa on the 19th day of August, 2025 at 5:30 P.M., the City Council will hold a public hearing and consider whether to approve by ordinance the vacation of the following public property, to wit:

Lot 26 Norris Subdivision Legal Description:

The West sixteen feet of Lot Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Lot 19 Norris Subdivision Legal Description:

Lot Nineteen (19) except the East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

The East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Alley Legal Description:

The North-South Alley being 12 feet wide and lying between Lots Twenty-five (25) and Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

And

That portion of the East-West alley being 18 feet wide and lying between the South line of Lots Twenty (20) through Twenty-seven (27) in Norris' Subdivision of Out Lot No. Thirty-three (33) and the North line of Lots Seven (7) through Eleven (11) in Block Two (2) in Blake's Addition and the North line of Lots Eight (8) through Twelve (12) in Connell's Addition, all in the City of Ottumwa, Iowa and being more particularly described as follows:

Beginning at the Northeast corner of Lot 11 in Block Two (2) of said Blake's Addition; thence West along the North line of Lots Seven (7) through Eleven (11) in said Block Two (2) and the North line of Lots Eight (8) through Twelve (12) in said Connell's Addition and the Westerly extension thereof to the East line of Lot Seven (7) in said Connell's Addition; thence North along said East line to the Southwest corner of Lot Twenty (20) in said Norris' Subdivision; thence East along the South line of Lots Twenty (20) through Twenty-seven (27) in said Norris' Subdivision to a point 18 feet North of the Point of Beginning; thence South to the Point of Beginning.

The City will be reserving utility easements upon part or all of the above described property. A property area map is available for public inspection in the office of the City Clerk.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City to the proposal to vacate the public right-of-way. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to vacate the public property.

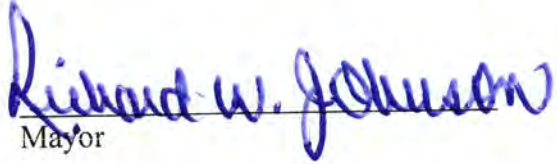
This Notice is given by authority of the City Council of the City of Ottumwa.

Dated this 5th day of August 2025.

Christina Reinhard  
City Clerk, City of Ottumwa, Iowa

(End of Notice)

Dated this 5th day of August, 2025.

  
Mayor

Attest:


  
City Clerk

CERTIFICATE

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WAPELLO         )

I, the undersigned City Clerk of Ottumwa, Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said Municipality showing proceedings of the Council, and the same is a true and complete copy of the action taken by said Council with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of said Municipality hereto affixed this 5th day of August, 2025.

  
\_\_\_\_\_  
City Clerk, Ottumwa, Iowa



(to be mailed by certified mail & published)

**NOTICE OF PUBLIC HEARING ON THE PROPOSED  
VACATION OF AN ALLEYWAY AND ANY ADDITIONAL  
RIGHT-OF-WAY EXISTING ON CERTAIN CITY-OWNED  
REAL ESTATE ALL LOCATED IN NORRIS' SUBDIVISION  
OUT LOT NO. 33 WITHIN THE CITY OF OTTUMWA,  
IOWA**

The City of Ottumwa hereby gives notice that at the regular meeting of the City Council to be held at the Bridge View Center, 102 Church Street, Ottumwa, Iowa on the 19th day of August, 2025 at 5:30 P.M., the City Council will hold a public hearing and consider whether to approve by ordinance the vacation of the following public property, to wit:

Lot 26 Norris Subdivision Legal Description:

The West sixteen feet of Lot Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Lot 19 Norris Subdivision Legal Description:

Lot Nineteen (19) except the East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

The East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Alley Legal Description:

The North-South Alley being 12 feet wide and lying between Lots Twenty-five (25) and Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

And

That portion of the East-West alley being 18 feet wide and lying between the South line of Lots Twenty (20) through Twenty-seven (27) in Norris' Subdivision

of Out Lot No. Thirty-three (33) and the North line of Lots Seven (7) through Eleven (11) in Block Two (2) in Blake's Addition and the North line of Lots Eight (8) through Twelve (12) in Connell's Addition, all in the City of Ottumwa, Iowa and being more particularly described as follows:

Beginning at the Northeast corner of Lot 11 in Block Two (2) of said Blake's Addition; thence West along the North line of Lots Seven (7) through Eleven (11) in said Block Two (2) and the North line of Lots Eight (8) through Twelve (12) in said Connell's Addition and the Westerly extension thereof to the East line of Lot Seven (7) in said Connell's Addition; thence North along said East line to the Southwest corner of Lot Twenty (20) in said Norris' Subdivision; thence East along the South line of Lots Twenty (20) through Twenty-seven (27) in said Norris' Subdivision to a point 18 feet North of the Point of Beginning; thence South to the Point of Beginning.

The City will be reserving utility easements upon part or all of the above described property. A property area map is available for public inspection in the office of the City Clerk.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City to the proposal to vacate the public right-of-way. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to vacate the public property.

This Notice is given by authority of the City Council of the City of Ottumwa.

(to be published)

**NOTICE OF PUBLIC HEARING ON THE PROPOSED  
VACATION OF AN ALLEYWAY AND ANY ADDITIONAL  
RIGHT-OF-WAY EXISTING ON CERTAIN CITY-OWNED  
REAL ESTATE ALL LOCATED IN NORRIS' SUBDIVISION  
OUT LOT NO. 33 WITHIN THE CITY OF OTTUMWA,  
IOWA**

PUBLIC NOTICE is hereby given that the Planning and Zoning Commission of the City of Ottumwa will hold a public hearing on August 4, 2025, at 6:00 P.M. at Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Commission proposes to make a recommendation on a proposal to vacate an alleyway and any additional right-of-way existing on certain City-owned real estate all of which is located in Norris' Subdivision Out Lot No. 33 within the City of Ottumwa.

The alleyway and real estate containing any additional right-of-way proposed to be vacated are legally described as follows:

Lot 26 Norris Subdivision Legal Description:

The West sixteen feet of Lot Twenty-six (26) in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

Lot 19 Norris Subdivision Legal Description:

Lot Nineteen (19) except the East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

AND

The East Twenty (20) feet and the Southwest Eight (8) feet in Norris' Subdivision of Out Lot No. Thirty-three (33) in the City of Ottumwa, Iowa.

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Alley Legal Description:

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And

That portion of the East-West alley being 18 feet wide and lying between the South line of Lots Twenty (20) through Twenty-seven (27) in Norris' Subdivision of Out Lot No. Thirty-three (33) and the North line of Lots Seven (7) through Eleven (11) in Block Two (2) in Blake's Addition and the North line of Lots Eight (8) through Twelve (12) in Connell's Addition, all in the City of Ottumwa, Iowa and being more particularly described as follows:

Beginning at the Northeast corner of Lot 11 in Block Two (2) of said Blake's Addition; thence West along the North line of Lots Seven (7) through Eleven (11) in said Block Two (2) and the North line of Lots Eight (8) through Twelve (12) in said Connell's Addition and the Westerly extension thereof to the East line of Lot Seven (7) in said Connell's Addition; thence North along said East line to the Southwest corner of Lot Twenty (20) in said Norris' Subdivision; thence East along the South line of Lots Twenty (20) through Twenty-seven (27) in said Norris' Subdivision to a point 18 feet North of the Point of Beginning; thence South to the Point of Beginning.

The City will be reserving utility easements upon part or all of the above described property.

At the above meeting the Commission shall receive oral or written objections from any resident or property owner of said City, to the proposal to vacate the alleyway and any additional right-of-way existing on the real estate herein described. After all objections have been received and considered, the Commission will at this meeting or at any adjournment thereof, make a recommendation to the City Council regarding the vacation of the alleyway and any additional right-of-way existing on the real estate herein described.

This notice is given by order of the Zoning Administrator of the City of Ottumwa in the State of Iowa, in accordance with City of Ottumwa Code of Ordinances section 2-365(c).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Community Development Director, City of  
Ottumwa

**Chris Reinhard**

---

**From:** Kristen Payne <kristenmeekerpayne@gmail.com>  
**Sent:** Tuesday, August 5, 2025 3:12 PM  
**To:** Chris Reinhard  
**Subject:** August 5, Statement- Please read, unable to attend.

You don't often get email from kristenmeekerpayne@gmail.com. [Learn why this is important](#)  
Hi there,

I heard there was going to be a discussion on traditional marriage proclamation and would like to share my thoughts, but cannot be there to read them. Thank you!!

When a group of people gather together and ask that a proclamation be made that our city endorses marriage between only a man and woman, despite marriage between all adults being legal federally and statewide in the United States, it gives me pause. There have been other groups that have held strongly exclusionary beliefs and left unchecked, it did not go well.

In 2025, we have much bigger things to worry about than demanding a proclamation excluding members of our community, and throwing a parade out of spite is childish and crass.

I am not making a statement to change minds. Debate does not often change minds. I am writing a statement to make it clear that although NOT marginalized or discriminated against in any way shape or form, these people are in the minority, and our community doesn't go in for that.

There are many, many citizens of Ottumwa that are safe, supportive and kind. There are many citizens who are outright disgusted by the dog whistle this proclamation and parade are sounding. This is not about the right to protest, as they have always had the right to do so, and never have risked their safety in exercising that right. This is about pushing religion into a government space.

The time has come for our citizens to decide where they stand, and what side of history they will be on. Saying and doing nothing makes us complicit, the time has come to rise up. We are here, we are Ottumwa, and we are not going anywhere.

Kristen Payne  
224 Wildwood

--

**Kristen Payne, Agent**  
342002310

**Bridge City Realty**

Jim Clingman, Broker

301 W. 4th Street, Ottumwa, Iowa 52501

Cell:(641)-660-2310 Office:(641)684-1234

[HTTPS://www.bridgecityrealty.com](https://www.bridgecityrealty.com)

[Kristen@bridgecityrealty.com](mailto:Kristen@bridgecityrealty.com)

Licensed Iowa Real Estate Agent



CITY OF  
OTTUMWA

**Citizen Input Request Form**

8/5

Council Meeting Date

Name: Travis Decker

Address: 719 Glenwood Ave

Item No. to Address: I-4

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



**Citizen Input Request Form**

8/5

Council Meeting Date

Name: Colleen Decker

Address: 719 Glenwood Ave

Item No. to Address: I 4

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF  
OTTUMWA



**Citizen Input Request Form**

8/5  
Council Meeting Date

/

Name: Lisa Smith

Address: 750 W. Mary St.

Item No. to Address: I4

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF  
OTTUMWA



**Citizen Input Request Form**

8/5  
Council Meeting Date

Name: TONY DUPREX

Address: 506 S 14th St

Item No. to Address: I-4  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF  
OTTUMWA



**Citizen Input Request Form**

8/5  
Council Meeting Date

Name: Joella Duprey

Address: 506 Shawl Ave

Item No. to Address: I 4  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF  
OTTUMWA



### Citizen Input Request Form

5 Aug 23

Council Meeting Date

Name: Stephen Croft

Address: 7 Elewa Dr

Item No. to Address: 1-4

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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(CITY OF)  
OTTUMWA



**Citizen Input Request Form**

8-5-25

Council Meeting Date

Name: Christian Schrock

Address: 225 W Keota Ottumwa, IA

Item No. to Address: I-4

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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**Citizen Input Request Form**

8/5  
Council Meeting Date

Name: Brenda Case

Address: 1530 N. Elm St

Item No. to Address: Item 4? 140-2025  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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CITY OF  
OTTUMWA



**Citizen Input Request Form**

9/5

Council Meeting Date

Name: KATIE HOWARD

Address: 1111 Hamilton St.

Item No. to Address: I4

(Agenda will be provided to complete this section)

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CITY OF  
OTTUMWA



**Citizen Input Request Form**

8-5-2025

Council Meeting Date

Name: Norman Ward

Address: 818 Glenwood Ave

Item No. to Address: 140-2025

(Agenda will be provided to complete this section)

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**Citizen Input Request Form**

8/5  
Council Meeting Date

Name: Mickey Huck's Sr.

Address: 415 W. FINLEY AVE

Item No. to Address: Resolutions  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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CITY OF  
OTTUMWA



**Citizen Input Request Form**

8/5

Council Meeting Date

Name: PAUL HALIBERTY

Address: 13008 110<sup>TH</sup> AVE OTTUMWA

Item No. to Address: Proclamation

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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