



TENATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 14  
Council Chambers, City Hall

April 19, 2022  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 13 on April 5, 2022 as presented.
2. Acknowledge March financial statement and payment of bills as submitted by the Finance Department.
3. Recommend re-appointments of Debra Hutton and Chuck Manson to the Planning & Zoning Commission, terms to expire 4/1/2027 and Dale Person to the Inspection Board of Review, term to expire 1/18/2027.
4. Approve the appointment of Thomas Rea to Plant Operator at the WPCF on or about April 24, 2022.
5. Approve the appointment of Debra Jarr to Clerk – Building & Code Enforcement on or about May 1, 2022.
6. Civil Service Commission Eligibility Lists for April 13, 2022: WPCF – Laboratory Technician Entrance, Master Firefighter Promotional, Fire Captain Promotional, Assistant Fire Chief Promotional.
7. Resolution No. 102-2022, setting May 3, 2022 as the date of a public hearing on the disposition of City owned property located at 1202 Castle.
8. Resolution No. 104-2022, setting May 3, 2022 as the date of a public hearing on the disposition of City owned property located at 107 N. Ransom Street.
9. Resolution No. 107-2022, approve and authorize signature of MOU regarding Maternity/Paternity leave between the City of Ottumwa and Teamsters Local No. 238 for the Police Department.
10. Resolution No. 112-2022, authorizing renewal and administrative services agreement with Wellmark Blue Cross and Blue Shield of Iowa for health and dental insurance, Avesis a Guardian Company and Symetra Life Insurance Company for a period of July 1, 2022 through June 30, 2023.
11. Beer and/or liquor applications for: none.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update on Chapter 7 – Animals and Fowl of the Municipal Code for the City.

***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. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Anderson, Larkin & CO Engagement Letter

RECOMMENDATION: Authorize City Staff to work with Anderson, Larkin & CO on the FY22 Audit.

2. Supplemental Agreement for underwater inspection of the Market and Jefferson Street Bridges.

RECOMMENDATION: Approve the agreement with Calhoun-Burns and authorize the mayor to sign.

G. 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 City Campgrounds Shower and Office Facility Project.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 106-2022, approving the plans, specifications, form of contract and estimated cost for the City Campgrounds Shower and Office Facility Project.

RECOMMENDATION: Pass and adopt Resolution No. 106-2022.

2. This is the time, place and date set for a public hearing on the disposal of City owned property located at Lot 4 in Ottumwa Airport Subdivision No. 4 to Schroeder G. Properties, LLC.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 114-2022, accepting the offer and approving the sale of Lot 4 in Ottumwa Airport Subdivision No. 4, Wapello County, Iowa to Schroeder G. Properties, LLC, for the sum of \$37,000.

RECOMMENDATION: Pass and adopt Resolution No. 114-2022.

3. This is the time, place and date set for a public hearing on the proposed Ordinance No. 3195-2022, a vacation of a pylon sign easement located on Outlot 1 of the Horne Subdivision in the City of Ottumwa.

A. Open the public hearing.

B. Close the public hearing.

C. Ordinance No. 3195-2022, amending the Municipal Code of the City of Ottumwa to allow the proposed vacation of the following easement: 12'X 25' Easement for Wal-Mart Pylon Sign, located on Outlot 1, Horne Subdivision, an Official Plat, now included in and forming a part of the City of Ottumwa, Wapello County, Iowa, as reflected on the subdivision plat filed June 28, 2002, in Book 10-H, Page 97 of the Wapello County Recorder's Office.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3195-2022.

B. Waive the second and third considerations, pass and adopt Ordinance No. 3195-2022.

## H. RESOLUTIONS:

1. Resolution No. 110-2022, Approving the Employment Agreement for the City Administrator for the City of Ottumwa and authorizing the mayor to sign on behalf of the City.

RECOMMENDATION: Pass and adopt Resolution No. 110-2022.

2. Resolution No. 111-2022, approve and authorize the Wage & Benefit study for the City of Ottumwa employees through Gallagher & Company.

RECOMMENDATION: Pass and adopt Resolution No. 111-2022.

3. Resolution No. 113-2022, approving the FY23 and FY24 Capital Improvement Requests.

RECOMMENDATION: Pass and adopt Resolution No. 113-2022.

4. Resolution No. 115-2022, approving the General Services Agreement for a Three-Year Contract to place one Soofa Communication and Wayfinding sign in Downtown Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 115-2022.

## I. ORDINANCES:

1. Ordinance No. 3191-2022, amending the Subdivision Code to promote and simplify the development of new housing by Amending Sections 33-101, 33-106 and 33-108 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass second consideration of Ordinance No. 3191-2022.

2. Ordinance No. 3192-2022, amending the Zoning Code to promote and simplify the development of new housing by Amending Sections of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass second consideration of Ordinance No. 3192-2022.

3. Ordinance No. 3193-2022, granting to ITC Midwest, LLC, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an Electric Transmission System for a period of 25 years.

RECOMMENDATION: Pass second consideration of Ordinance No. 3193-2022.

4. Ordinance No. 3194-2022, establishing a one-year moratorium on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots.

RECOMMENDATION: Pass second consideration of Ordinance No. 3194-2022.

## 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. PETITIONS AND COMMUNICATIONS

### ADJOURN

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



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 4/15/22 TIME: 9:20 AM 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: Tentative Agenda for the Regular City Council Meeting #14 to be held on 4/19/2022 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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DEPT. ID 4717  
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ERROR 96847834  
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KTVO  
Ottumwa Waterworks  
Ottumwa Courier  
Tom FM



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\*\*\* TX REPORT \*\*\*  
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REGULAR MEETING NO. 13  
Council Chambers, City Hall

April 5, 2022  
5:30 O'Clock P.M.

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

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

Roe moved, seconded by Galloway to approve consent agenda items: Mins. from Special Mtg. No. 9 on Mar 10, 2022, Regular Mtg. No. 10 on Mar 15, 2022, Special Mtg. No. 11 on Mar 22, 2022 and Special Mtg. No. 12 on Mar 29, 2022; Ack. Feb. financial stmt. and pymt. of bills as submitted by Finance Dept.; Recommend re-appointment of Xavier Wilson to Civil Service Commission, term to exp. 4/1/2026; Approve reclassification of Evening Janitor position at Beach; Approve appointment of Todd Nickel to Utility Worker – Parks on or about April 10, 2022; Approve appointment of Jeremy Lipe to Bldg. Inspector in Health Dept. on or about April 10, 2022; Approve appointment of Aaron Short to Equip. Operator – Street Cleaning Dept. on or about April 10, 2022; Approve appointment of Robert Mitchell Schaffner to Police Officer on or about April 25, 2022 for OPD; Mental Health Month Awareness Proclamation for May 2022; Approving twenty-four month renewal of car wash services for OPD with Ottumwa Wash Express, Mar 1, 2022; Setting April 19, 2022, as date of a public hearing to approve plans, specs., form of contract and est. cost for Campground Shower House and Office Project; Approve Salvage Dealer's License renewals for Alter Metal Recycling, 404 N. Forrest Ave.; Courtney Car Crushing & Scrap, 825 Hayne St.; Paulos Used Cars, 430 N. Forrest Ave.; Rosenman's Inc., 902 E. Main St.; Consideration of Ack./Settlement Agt. between the City and Hy-Vee, Inc., d/b/a Hy-Vee #2 C-Store (2457 N. Court St.); Approve proposal from CIT Sewer Solutions for repairing sewer joints in a 24" VCP sewer, totaling \$11,000; Res. No. 90-2022, auth. reallocation of \$170,000 CIP Bond Proceeds, Series 2021, from Parks Pond Fill-In to Parks Shower House; Res. No. 91-2022, auth. transfer of ARPA funding into appropriate funds, in accordance with approval of projects included under Res. No. 85-2022; and allocating 35% of Hotel/Motel recovery to CVB; Res. No. 93-2022, approving the City's Wellness Program – Healthy Choice\$ Services Agt. to be provided by ORHC, term to end May 23, 2023; Res. No. 94-2022, fixing date for public hearing on proposed vacation of a pylon sign easement; Res. No. 98-2022, approving contract, bonds and cert. of ins. for 2022 St. Patch Repair Program; Res. No. 99-2022, approving contract, bonds and cert. of ins. for Blake's Branch Sewer Separation-Ph. 8, Div. 1, East of Iowa Ave. Project; Res. No. 101-2022, fixing date for public hearing on proposal to convey certain real property described as Lot 4 of Ottumwa Airport Subdivision No. 4 to Schroeder G. Properties, LLC; Beer and/or liquor applications for: Las Palmas Bar & Grill, 321 E. Second; Norte Starr, LLC, 219 Fox Sauk Rd. Motion carried 4-0 vote.

McAntire moved, seconded by Roe to approve the agenda as presented. Motion carried 4-0 vote.

City Admin. Rath reported the students from iJAG were not able to attend this evening.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Curt Hopkins wished to discuss Item G-2.

Roe moved, seconded by Hull to auth. the Mayor to sign Order Assessing Penalty 1<sup>st</sup> Violation and Ack./Settlement Agt. between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway Store #1014 at 502 W. Second St. Motion carried 4-0 vote.

Hull moved, seconded by McAntire to reject bid rec'd for Green St. Sewer Improvement Project. PW Dir. Seals reported one bid rec'd at \$1,793,486.50 which was significantly higher than engineer's opinion.



of cost \$930,000. Will revisit the design and look for alt. material selections and evaluate options to combine projects. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on proposed adoption of Amendment No. 1 to the Wildwood Dr./Hwy 34 Urban Renewal Plan in the City of Ottumwa. Dir. of Comm. Development Simonson reported amendment adds two projects to the URP. Hopkins Properties LLC wants to construct a multi-tenant commercial strip center on Outlot 1 of the Wildwood Center Subdivision, next to Kohl's. Construction est. \$2.15 Million. The second project empowers the City to apply tax increment from the district to recover any planning, engineering or attorney fees incurred by the City for est. the URP. P&Z voted at the March 7, 2022 mtg. that Amendment No. 1 is in conformance with the City's plan for development. Taxing entities were invited to participate in a consultation mtg. on March 21. The County provided a letter expressing reservations about the use of TIF for rebates. No objections were rec'd. Roe moved, seconded by McAntire to close the public hearing. Motion carried 4-0 vote.

Hull moved, seconded by Roe that Res. No. 74-2022, determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for Urban Renewal projects; and adopting Amendment No. 1 to the Wildwood Dr./Hwy. 34 Economic Development Urban Renewal Area, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on the Proposal to enter into Development Agt. with Hopkins Properties, LLC. Simonson reported this agt. is auth. by Amendment No.1 to the Wildwood Dr./Hwy. 34 URP. Hopkins Properties LLC would complete minimum improvements including a \$2.1 Million, 10,000 sq. ft., single-story, multi-tenant commercial bldg. The City provides a one-time \$75,000 economic development grant paid at the time the minimum improvements are completed; eight consecutive annual Economic Development Grants which rebate the tax increment paid on the development. This rebate schedule is 100% for years 1 and 2 and 80% for years 3-6. These rebates are not to exceed \$475,000. The agt. requires the developer to rent the minimum improvements to a commercial enterprise that employs employees therein. A 12-month vacancy may constitute default. We currently receive \$38/yr. off this lot in property taxes; having development with \$2.15 Million valuation will increase property taxes significantly. Curt Hopkins, Hopkins Properties LLC, thanks the city for bringing this forward; it is a critical piece for getting this project done; currently have three tenants signing leases this week and two more interested in the remaining space; when a developer comes to town, it gets harder to do a project from the ground up because it's too expensive, but it will be easier with your help; regardless if this passes, I will still go forward with the project; I currently have 5 or 6 other bldgs. in Ottumwa. No objections were rec'd. Roe moved, seconded by Hull to close the public hearing. Motion carried 4-0 vote.

McAntire moved, seconded by Hull that Res. No. 75-2022, approving and auth. execution of a Development Agt. by and between the City of Ottumwa and Hopkins Properties, LLC, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on the proposed auth. of a Lease – Purchase Agt. in the principal amt. not to exceed \$25,000 for the acquisition and equipping of a refueler truck for the airport, a general corp. purpose between the City of Ottumwa and AvFuel Corp. for fueling services at the Ottumwa Reg. Airport. Rath discussed; this is a three-yr. lease subject to monthly pymt. of \$583.33 with \$1.00 option to purchase the vehicle at the end of the lease. No objections were rec'd. Galloway moved, seconded by Hull to close the public hearing. Motion carried 4-0 vote.

Roe moved, seconded by Galloway that Res. No. 83-2022, instituting proceedings to take additional action for the auth. of a lease-purchase agt. in the principal amt. not to exceed \$25,000, for the acquisition and equipping of a refueler truck for the Airport for general corp. purpose, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on the disposal of City owned property described as Lot 11 in Block 3 of the Blake Park Addition to the City of Ottumwa, commonly known as 817 Chester Ave. Simonson reported Rippling Waters offered the City \$125 for vacant lot and intend to place a Homes for Iowa house on the lot this July. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. Motion carried 4-0 vote.

Hull moved, seconded by Roe that Res. No. 87-2022, accepting the offer and approving the sale of City owned property at 817 Chester Ave. to Rippling Waters for \$125, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on an application to the Iowa Economic Development Authority for a CDBG from the COVID-19 Program (IEDA CDBG-CV). Bradley Grefe, Area 15 RPC, discussed the proposed application to the IEDA CDBG CV Fund for the purposes of an upper-story housing conversion project. Mr. Grefe discussed the proposed application, noting that the City's Community Development and Housing Needs Assessment (CDHNA), most recently reviewed and adopted on March 15, 2022, identifies development of affordable housing and downtown revitalization as needs for both local low-to-moderate income (LMI) persons and the community at large. This project will serve mutual goals of rehabilitating downtown properties by providing an additional affordable housing opportunity. This project will assist the City in its goal of creating 500 new housing units by 2030. The proposed project includes the rehab of the upper level of the former Iowa Southern Utilities bldg. at 307/309 E. Main St. in the Main Street Ottumwa district, owned by RG Properties. If awarded, RG Construction will convert a dilapidated, vacant space into two new one-bedroom and one new two-bedroom rental housing units on the second story. RG has invested over \$200,000 in cleaning, demolition, and stabilizing this property to date; all three floors have been gutted but need fully remodeled inside. The est. total cost of the project (need) currently is \$604,000 based on cost estimates developed by Rod Grooms and the architect (Curtis Architecture) who has recent experience in similar upper-story housing projects. The local match (assistance) available for the project is est. to be \$104,000. If awarded, the City's contribution to the project will be \$15,000 and the owner's contribution will be \$89,000. No other grants or assistance are currently available or will be sought for this activity. Therefore, the request from the CDBG-CV fund to cover the unmet need to complete the upper-story housing conversion project is \$500,000. As a condition of the grant, the assisted units are to be rented to low-moderate income persons for the first three yrs; therefore, 100% of the federal funding will benefit LMI individuals for at least the first three yrs. As both the upper and lower levels are vacant, no persons or businesses will be displaced as a part of this project. The CDBG application will be submitted on or before 04/15/22. No objections were rec'd. Galloway moved, seconded by Roe to close the public hearing. Motion carried 4-0 vote.

McAntire moved, seconded by Hull that Res. No. 96-2022, auth. the Mayor to sign and submit the IEDA for a CDBG from the COVID-19 Application for the ISU Bldg. Upper-Story Housing Project at 307-309 E. Main St., and if funded, to sign all contract related docs, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on proposed Ord. No. 3191-2022, amending the Subdivision Code to promote and simplify the development of new housing by Amending Sections 33-101, 33-106 and 33-108 of the Municipal Code of the City of Ottumwa. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. Motion carried 4-0 vote.

McAntire moved, seconded by Galloway to pass the first consideration of Ord. No. 3191-2022, amending the Subdivision Code to promote and simplify the development of new housing by Amending Sections 33-101, 33-106 and 33-108 of the Municipal Code of the City of Ottumwa. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on proposed Ord. No. 3192-2022, amending the Zoning Code to promote and simplify the development of new housing by Amending Sections of the Municipal Code of the City of Ottumwa. Simonson reported all of the proposed changes detailed within each section of the Code, highlighting the Amendment proposed by Planning & Zoning Commission from their mtg. held 4/4/2022. They recommend 1.25 spaces per dwelling unit for multifamily residential which is up from 1 space per staff recommendation in the original Ord. No objections were rec'd. Hull moved, seconded by Roe to close the public hearing. Motion carried 4-0 vote.

Galloway moved, seconded by McAntire to approve the amendment proposed by P&Z and to incorporate changes into Ord. No. 3192-2022. Motion carried 4-0 vote.

Roe moved, seconded by Galloway to pass the first consideration of Ord. No. 3192-2022, amending the Zoning Code to promote and simplify the development of new housing by Amending Sections 38-41, 38-74, 38-115, 38-117, 38-206, 38-236, 38-266, 38-296, 38-326, 38-386, 38-418, 38-453, 38-457, 38-585, 38-870, 38-876 and 38-940 of the Municipal Code of the City of Ottumwa. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on the Proposed Ord. No. 3193-2022, granting an Electric Transmission Franchise to ITC Midwest, LLC. No objections were rec'd. Galloway moved, seconded by McAntire to close the public hearing. Motion carried 4-0 vote.

Roe moved, seconded by McAntire to pass the first consideration of Ord. No. 3193-2022, granting to ITC Midwest, LLC, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, an Electric Transmission System for a period of 25 years. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on the Proposed Ord. No. 3194-2022, est. a one-yr. moratorium on the issuance of cert. of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots. Simonson reported an amendment proposed by P&Z Commission from their mtg. held 4/4/2022. No objections were rec'd. Roe moved, seconded by Galloway to close the public hearing. Motion carried 4-0 vote.

Roe moved, seconded by Galloway to approve the amendment proposed by P&Z and to incorporate changes into Ord. No. 3194-2022. Motion carried 4-0 vote.

Hull moved, seconded by Roe to pass the first consideration of Ord. No. 3194-2022, est. a one-yr. moratorium on the issuance of cert. of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots. Motion carried 4-0 vote.

McAntire moved, seconded by Hull that Res. No. 84-2022, auth. all transfers for FY22, be passed and adopted. Motion carried 4-0 vote.

Roe moved, seconded by Galloway that Res. No. 92-2022, awarding the contract for Apron 2022 Improvements Project for Ottumwa Reg. Airport to Winger Contracting Comp. of Ottumwa, in the amt. of \$228,853.25, be passed and adopted. Airport Mgr. Wheaton reported IADOT will pay 85% of final project amt. Five bids were rec'd. Motion carried 4-0 vote.

Hull moved, seconded by McAntire that Res. No. 95-2022, approving Agt. with Greater Ottumwa Partners in Progress (GoPIP) for period April 2022 through June 30, 2023 and auth. Mayor to sign, be passed and adopted. Rath reported City will pay GoPIP \$10,000 per quarter (five quarters) with identified deliverables and a few special projects with request for financial support not to exceed \$20,000. Vote taken: Ayes: Galloway, McAntire, Hull. Abstain: Roe (Current Exec. Dir. GoPIP). Motion carried 3-1-1 vote.

Galloway moved, seconded by Hull that Res. No. 97-2022, releasing RFQ for Historic Preservation Planning Professional Services to develop a Historic Preservation Plan for the City of Ottumwa, be passed and adopted. Motion carried 4-0 vote.

Roe moved, seconded by Galloway that Res. No. 100-2022, releasing RFQ for Architectural Services for Missing Middle Medium Density infill and Market-Rate single family housing site plan prototypes, drawings, specs. and cost est., be passed and adopted. Motion carried 4-0 vote.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Mark Thompson and Trisha Rea discussed the railroad crossing on N. Quincy/Blackhawk Rd. RRXDOT#375779U normally sees 4.2 trains per day; with the merger of two companies, anticipated 18.4 trains per day will create even more delays at this area. Asking for leadership that can help.


There being no further discussion, Galloway moved, seconded by Roe that the meeting adjourn. Motion carried 4-0 vote.

Adjournment was at 7:42 P.M.

ATTEST:

  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 4/14/2022

# Item No. B.-2.

**CITY OF OTTUMWA  
VENDOR PAYMENT REPORT  
MARCH, 2022**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	214022	3/11/2022	45.10	BLDG MAINT & REPAIR
00679	ADVANTAGE ADMINISTRATORS	213964	3/4/2022	3,133.20	OTHER PROF SERV
00690	AFLAC	214023	3/11/2022	1,818.05	AFLAC DEDUCTION PAYABLE
00778	AGRILAND FS, INC.	214024	3/11/2022	227.46	VHCL MTCE SUPPLIES
00800	AHLERS & COONEY P.C.	214025	3/11/2022	35,322.68	LEGAL FEES
01700	ALLIANT ENERGY/IPL	214026	3/11/2022	71,713.08	ELECTRIC
02080	ALTORFER INC.	214027	3/11/2022	1,445.59	VHCL MTCE SUPPLIES
04995	APWA	213966	3/4/2022	740.00	DUES & MEMBERSHIPS
05370	AREA XV REGIONAL PLANNING	214120	3/25/2022	2,500.00	CONTRACTUAL SERVICES
05670	ATHENS TECHNICAL SPECIAL	213967	3/4/2022	684.10	OTHER PROF SERV
05694	AUTOMATIC SYSTEMS CO.	214028	3/11/2022	1,603.00	OTHER MAINT & REPAIR
05700	ATOMIC TERMITE & PEST	214029	3/11/2022	195.00	GROUND MAINT & REPAIR
05860	AUTOZONE INC	214030	3/11/2022	45.52	VHCL MTCE SUPPLIES
05862	AVFUEL CORP	214031	3/11/2022	26,140.11	AVIATION FUEL
06481	BAILEY OFFICE OUTFITTERS	214121	3/25/2022	341.64	OFFICE SUPPLIES
09352	BLACKSTONE PUBLISHING	213968	3/4/2022	89.99	LIBRARY MAT.-JAMES ESTATE
11495	BRIDGE CITY TRUCK REPAIR	214032	3/11/2022	350.99	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	214106	3/16/2022	155,820.20	REFUSE HAULING
12056	TRAVIS BROWN	214033	3/11/2022	169.99	SUSTENANCE SUPPLIES
12500	BUB'S TREE CARE	214034	3/11/2022	2,450.00	TREE TRIMMING
12971	PHILLIP BURGMEIER	214102	3/11/2022	19.66	TRAVEL & CONFERENCE
14315	CAPITAL CITY BOILER &	214035	3/11/2022	6,506.45	CAPITAL IMPROVEMENTS
14317	CAPITAL ONE	213970	3/4/2022	1,537.87	BLDG MAINT & REPAIR
15760	CARROLL CONSTRUCTION SUPP	214125	3/25/2022	522.67	STREET MAINT SUPPLIES
15788	CATERPILLAR GOLBAL SERVIC	214037	3/11/2022	4,364.38	VHCL-FUEL
16265	CENTER POINT LARGE PRINT	214038	3/11/2022	87.48	LIBRARY MAT-GRUBB ESTATE
16300	CENTRAL IOWA FASTENERS	213971	3/4/2022	326.89	MISCELLANEOUS
16402	CENTURYLINK	214040	3/11/2022	4,412.29	TELEPHONE/IT
16403	CENTURYLINK	214041	3/11/2022	168.58	TELEPHONE/IT
17825	CITY OF OTTUMWA, CEMETERY	213972	3/4/2022	325.00	CASH INVESTED PASSBK SVNG
18373	THE CLEAN SWEEP	214042	3/11/2022	106.85	BLDG MAINT & REPAIR
18379	CLEMONS INC OF OTTUMWA	214043	3/11/2022	664.94	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	214129	3/25/2022	65.90	TECHNOLOGY SERVICES
18834	COLD SPRING GRANITE COMPA	214045	3/11/2022	357.00	MERCHANDISE - RESALE
18980	COLLECTION SERVICES	214107	3/16/2022	3,964.18	CHILD SUPPORT PAYABLE
20085	COMPUTER INFORMATION	213975	3/4/2022	20,425.93	OFFICE/COMP. EQUIP MAINT.
21823	CREDIT BUREAU SERVICES	214130	3/25/2022	240.00	OTHER PROF SERV
21825	CREDIT UNION	214108	3/16/2022	36,700.76	CREDIT UNION PAYABLE
24325	DEMCO, INC	213977	3/4/2022	305.99	OPERATING SUPPLIES
24375	DESIGN WORKSHOP, INC	214131	3/25/2022	8,563.60	COMPREHENSIVE PLAN
25390	ADVANTAGE ADMINISTRATORS	214109	3/16/2022	3,351.12	R.D. DRENKOW/FLEX PAY
27010	CONSOLIDATED ELECTRICAL	214132	3/25/2022	4,210.99	TOOLS & SMALL EQUIP
27272	ELLIOTT BULK SERVICES LLC	214046	3/11/2022	8,493.02	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	214047	3/11/2022	12,288.78	VHCL-FUEL
27552	EMPOWER RETIREMENT	214110	3/16/2022	700.00	HARTFORD DEF COMP PAYABLE
27823	ERHARDT, CLAYTON	214048	3/11/2022	2,540.00	RENTS & LEASES
29090	FAMILY ANIMAL CARE	214049	3/11/2022	10.00	OTHER PROF SERV
29300	FASTENAL COMPANY	214136	3/25/2022	150.41	TOOLS & SMALL EQUIP
29829	FIDELITY SECURITY LIFE	214137	3/25/2022	2,348.35	AVESIS PAYABLE
30560	FISHER SCIENTIFIC	214138	3/25/2022	309.73	LAB SUPPLIES
31366	FRIENDS OF THE GRIMES	214139	3/25/2022	225.00	CONTRACTUAL SERVICES
31797	GARDEN & ASSOCIATES LTD	213981	3/4/2022	3,748.23	OTHER PROF SERV
33635	GREAT WESTERN SUPPLY CO	213982	3/4/2022	722.93	OPERATING SUPPLIES
34900	HAMILTON PRODUCE COMPANY	214051	3/11/2022	1,253.15	PROPANE GAS

**CITY OF OTTUMWA  
 VENDOR PAYMENT REPORT  
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<b>Vendor #</b>	<b>Vendor Name</b>	<b>Check #</b>	<b>Check Date</b>	<b>Amount</b>	<b>Reason</b>
36302	HEARTLAND HUMANE SOCIETY	214052	3/11/2022	95.00	OTHER PROF SERV
36401	WILL HECKART	214053	3/11/2022	180.00	SUSTENANCE SUPPLIES
36500	HEIMAN FIRE EQUIPMENT	214140	3/25/2022	640.85	EQUIP REPAIR
36850	HELMUTH REPAIR, INC.	214141	3/25/2022	111.05	OPERATING SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	214054	3/11/2022	111.40	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	214055	3/11/2022	3,017.50	BLDG MAINT & REPAIR
37640	JEFFREY HOFFMAN	214143	3/25/2022	180.00	SUSTENANCE SUPPLIES
39185	HUMANA INSURANCE CO	214144	3/25/2022	24,143.41	MEDICARE PREMIUMS
39438	HY-VEE ACCOUNTS RECEIVABL	214145	3/25/2022	42.99	OPERATING SUPPLIES
40078	ICAP	214056	3/11/2022	589,187.00	GEN LIABIL INSURANCE
41505A	IMWCA	214103	3/11/2022	9,254.95	FIRE W/C 411 CLAIMS
41920A	INDUSTRIAL CHEMICAL	213984	3/4/2022	63.00	BUILDING MAINTENANCE REPA
41925	INDUSTRIAL MEDICINE	214146	3/25/2022	40.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	213985	3/4/2022	2,251.74	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	214057	3/11/2022	4,146.65	LIBRARY MAT-GRUBB ESTATE
42170	INLAND TRUCK PARTS & SERV	214148	3/25/2022	178.95	VHCL MTCE SUPPLIES
42342A	INTEGRITY ELECTRIC	214104	3/11/2022	4,577.49	BUILDINGS
43265	INTERSTATE BATTERY	214058	3/11/2022	744.70	VHCL MTCE SUPPLIES
43465	IOWA COMMUNITIES ASSURANC	214059	3/11/2022	17,535.00	GEN LIABIL INSURANCE
43786	IOWA HAZ MAT TASK FORCE	214149	3/25/2022	100.00	DUES & MEMBERSHIPS
43880A	IA LAW ENFORCEMENT ACADEM	213987	3/4/2022	375.00	TRAINING
43999	IOWA ONE CALL	214060	3/11/2022	87.30	TELEPHONE/IT
45044	JEO CONSULTING GROUP, INC	214150	3/25/2022	6,000.00	ENGINEERING
45057	J & J MOWING	214151	3/25/2022	834.00	CONTRACTUAL SERVICES
45616	JERRY'S TREE SERVICE	214061	3/11/2022	4,510.00	TREE TRIMMING
46902	RACHEL JONES	214062	3/11/2022	120.00	SUSTENANCE SUPPLIES
49042	KIRKHAM MICHAEL	213988	3/4/2022	5,152.55	INFRASTRUCTURE
49500	KNIGHTS OF COLUMBUS	214063	3/11/2022	100.00	PROGRAM SUPPLIES
49804D	KRONOS, A UKG COMPANY	214152	3/25/2022	12,303.67	CONTRACTUAL SERVICES
50620	LANGMAN CONSTRUCTION, INC	214065	3/11/2022	99,842.05	UTILITY SYSTEM
51968	LIBERTY TIRE	214066	3/11/2022	1,608.94	TIRE DISPOSAL
52093	THE LIFEGUARD STORE	214153	3/25/2022	213.75	SUSTENANCE SUPPLIES
52724	LOCK MASTER	213989	3/4/2022	125.00	MISCELLANEOUS
52735	LOGAN CONTRACTORS SUPPLY	214067	3/11/2022	190.08	VHCL MTCE SUPPLIES
53691	MACQUEEN EQUIPMENT	214068	3/11/2022	102.32	VHCL MTCE SUPPLIES
54531	MARCO TECHNOLOGIES, LLC	214069	3/11/2022	1,170.00	CAPITAL IMPROVEMENTS
56662	HANNAH MCINTYRE	214070	3/11/2022	434.39	CONTRACTUAL SERVICES
57195	MCMASTER-CARR	214112	3/16/2022	363.76	OPERATING SUPPLIES
57385	MENARDS	214072	3/11/2022	2,269.81	BUILDING MAINTENANCE REPA
57945	JESSE MERRILL JR	214019	3/4/2022	51.64	CITY SHARE FOR FICA
58500	MIDAMERICAN ENERGY CO	214074	3/11/2022	6,900.62	NATURAL GAS
58518	MID-AMERICAN RESEARCH	214155	3/25/2022	477.18	OPERATING SUPPLIES
59382	MIDWEST TAPE	214156	3/25/2022	82.44	LIBRARY MAT-GRUBB ESTATE
60299	MISSION SQUARE RETIREMENT	214113	3/16/2022	2,276.92	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM,	213993	3/4/2022	8.00	OPERATING SUPPLIES
61603	DOYLE MOORE	214018	3/4/2022	51.64	CITY SHARE FOR FICA
61702	MOSE LEVY COMPANY INC	214075	3/11/2022	122.40	MISCELLANEOUS
61785	MOTION INDUSTRIES	213994	3/4/2022	1,601.97	TOOLS & SMALL EQUIP
62541	STEVE MUNDELL CONSTRUCTIO	214157	3/25/2022	6,195.00	MISC CONTRACT WORK
63032	NCL OF WISCONSIN INC	214158	3/25/2022	320.87	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	213996	3/4/2022	1,650.00	NRS-NATION RETIRE SOL
65680	NOEL INSURANCE INC	214159	3/25/2022	9,412.00	PROPERTY INSURANCE
66001	NORRIS ASPHALT PAVING INC	214160	3/25/2022	3,506.10	STREET MAINT SUPPLIES
66078	NORTHERN TOOL & EQUIPMENT	213997	3/4/2022	39.99	OPERATING SUPPLIES

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66088	NORTHERN ESCROW, INC	213998	3/4/2022	17,839.47	CONTRACTUAL SERVICES
66514	NUTRIEN AG SOLUTIONS	214078	3/11/2022	451.59	GROUND MAINT & REPAIR
66561	OFFICIAL PEST CONTROL	214162	3/25/2022	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	214080	3/11/2022	429.33	OPERATING SUPPLIES
67098	O'REILLY AUTOMOTIVE	214020	3/8/2022	734.88	VHCL MTCE SUPPLIES
67685	OTTUMWA AREA CONVENTION &	214114	3/16/2022	38,084.08	CONV & VISITOR BUREAU
68560	OTTUMWA PRINTING, INC.	214081	3/11/2022	1,619.00	OFFICE SUPPLIES
69040	OTTUMWA WATER AND HYDRO	214082	3/11/2022	11,710.79	WATER
69688	DIXIE L PARKER	213999	3/4/2022	1,600.00	JANITORIAL
72238	PURCHASE POWER	214164	3/25/2022	479.98	POSTAGE & SHIPPING
72879	POLK COUNTY SHERIFF	214115	3/16/2022	583.96	GARNISHMENTS PAYABLE
73125	POSTMASTER (CEMETERY)	214165	3/25/2022	58.00	POSTAGE & SHIPPING
73926	PRODUCTIVITY PLUS ACCOUNT	214001	3/4/2022	1,013.41	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	214083	3/11/2022	2,100.00	JANITORIAL
74748	RDG PLANNING & DESIGN	214002	3/4/2022	1,840.00	OTHER PROF SERV
75904	RECREATION SUPPLY COMPANY	214003	3/4/2022	71.35	OPERATING SUPPLIES
77196	RIVER HILLS COMMUNITY	214166	3/25/2022	2,229.05	EMPLOYEE PHYSICALS/TESTS
77305	CORINNE ROBERTS ILLUSTRAT	214004	3/4/2022	125.00	PROGRAM SUPPLIES
78105	ROYAL PORTABLE TOILETS	214167	3/25/2022	301.32	OPERATING SUPPLIES
78350	SADLER POWER TRAIN	214168	3/25/2022	1,631.62	VHCL MTCE SUPPLIES
78718	SANDRY FIRE SUPPLY LLC	214085	3/11/2022	1,099.75	OTHER CAPITAL EQUIP
79358	SCHUMACHER ELEVATOR CO	214086	3/11/2022	513.66	BLDG MAINT & REPAIR
79970	LARRY SEALS	214170	3/25/2022	206.05	SUSTENANCE SUPPLIES
80050	SECRETARY OF STATE	214005	3/4/2022	30.00	DUES & MEMBERSHIPS
82135	SINCLAIR TRACTOR	214087	3/11/2022	32.44	TOOLS & SMALL EQUIP
82136	SINCLAIR NAPA	214021	3/8/2022	953.36	VHCL MTCE SUPPLIES
83880	SOUTHERN IOWA DIESEL, INC	214171	3/25/2022	311.20	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	214088	3/11/2022	77.78	OPERATING SUPPLIES
86196	THE STITCH DOCTOR	214172	3/25/2022	21.96	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	214173	3/25/2022	6,184.56	MISC CONTRACT WORK
87468	KEVIN SYLVESTER	214174	3/25/2022	6.09	TRAVEL & CONFERENCE
88000	TEAMSTER LOCAL UNION 238	214116	3/16/2022	1,305.22	POLICE UNION DUES PAYABLE
88432	THERMO SCIENTIFIC PORTABL	214007	3/4/2022	83,700.00	OTHER CAPITAL EQUIP
88697	THUMBS UP GIFTS & AWARDS	214175	3/25/2022	12.00	OPERATING SUPPLIES
88858	TIFCO INDUSTRIES	214176	3/25/2022	51.03	VHCL MTCE SUPPLIES
89321	TRASH STICKERS, INC.	214177	3/25/2022	828.00	TRASH TAGS & STICKERS
89545	TRI-TECH FORENSICS, INC	214090	3/11/2022	216.00	TOOLS & SMALL EQUIP
89855	TRUITT ABSTRACT COMPANY	214178	3/25/2022	300.00	CONTRACTUAL SERVICES
89989	TUMBLEWEED PRESS INC.	214092	3/11/2022	550.00	CONTRACTUAL SERVICES
91835	USA BLUE BOOK	214179	3/25/2022	300.71	LAB SUPPLIES
92555	THE VAN METER COMPANY	214093	3/11/2022	555.55	OPERATING SUPPLIES
92648	VEENSTRA & KIMM INC	214009	3/4/2022	47,439.73	MISCELLANEOUS
93525	WAHLTEK	214180	3/25/2022	10,740.00	CAPITAL IMPROVEMENTS
94721	WAPELLO CO SHERIFF'S OFFI	214094	3/11/2022	2,563.20	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	214117	3/16/2022	26.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	214095	3/11/2022	38.11	WATER
95304	WATER ENVIRONMENT FEDERAT	214010	3/4/2022	190.00	BOOKS FILMS RECORDING/ART
95368	WAYNE'S TIRE	214181	3/25/2022	757.79	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	214097	3/11/2022	269,570.42	GROUP HEALTH CLAIMS
96792	WILLETT HOFMANN	214012	3/4/2022	71,237.50	ENGINEERING
97305	WINDSTREAM	214098	3/11/2022	1,740.64	TELEPHONE/IT
97320	WINGER COMPANIES	214099	3/11/2022	5,221.22	OPERATING SUPPLIES
97334	WINN CORP	214015	3/4/2022	4,969.71	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	214183	3/25/2022	32,352.88	NATURAL GAS

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ACH	US TREASURY			20,861.15	FICA CITY SHARE PAYABLE
ACH	US TREASURY			20,129.91	FICA CITY SHARE PAYABLE
ACH	TREASURER STATE OF IOWA			16,315.54	STATE TAX PAID
ACH	TREASURER STATE OF IOWA			15,612.10	STATE TAX PAID
ACH	IPERS			44,127.45	EMPLOYERS SHARE OF IPERS
ACH	MFPRSI			76,120.67	EMPLOYERS SHARE OF MFPRSI
ACH	PURCHASING CARD			41,306.61	COMMERCIAL CARD PMT
ACH	NATIONWIDE RETIREMENT SOL			1,650.00	RETIREMENT PMT
<b>Totals for March</b>				<b>2,123,138.72</b>	



ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 001 GENERAL OPER	3015482.96	1004186.93	1201306.31	2818363.58	6310.45	2824674.03
TOTALS FOR FUND 002 PARKING RAMP	40186.35	2446.00	307.31	42325.04		42325.04
TOTALS FOR FUND 003 GENERAL-ARPA	1821787.55			1821787.55		1821787.55
TOTALS FOR FUND 110 ROAD USE TAX	4514126.18	249644.84	251470.97	4512300.05	531.91	4512831.96
TOTALS FOR FUND 112 EMPLOYEE BEN	618667.57	161577.81	440481.51	339763.87		339763.87
TOTALS FOR FUND 119 EMERGENCY FU		5132.15	5132.15			
TOTALS FOR FUND 121 SALES TAX 1%	6581887.96	619523.62	30833.33	7170578.25		7170578.25
TOTALS FOR FUND 122 *****						
TOTALS FOR FUND 123 AGASSI TIF D						
TOTALS FOR FUND 124 VOGEL URBAN						
TOTALS FOR FUND 125 WESTGATE TIF	-467793.74	7375.48		-460418.26	9784.50	-450633.76
TOTALS FOR FUND 126 AIRPORT TIF	2553.02	11472.01		14025.03		14025.03
TOTALS FOR FUND 127 PENNSYLVANIA						
TOTALS FOR FUND 128 WILDWOOD HWY	65709.24	28399.00		94108.24		94108.24
TOTALS FOR FUND 129 RISK MANAGEM	942643.52	212259.23	609886.45	545016.30		545016.30
TOTALS FOR FUND 131 AIRPORT FUND	328141.34	141601.98	153036.11	316707.21	95.20	316802.41
TOTALS FOR FUND 133 LIBRARY FUND	258272.61	34057.01	80823.22	211506.40	139.95	211646.35
TOTALS FOR FUND 135 CEMETERY FUN	1614.79	22835.85	27525.99	-3075.35	32.08	-3043.27
TOTALS FOR FUND 137 HAZ-MAT FUND	153421.26	85855.19	93990.54	145285.91	100.00	145385.91
TOTALS FOR FUND 141 2023 UPPER S	8078.12			8078.12		8078.12
TOTALS FOR FUND 142 HOAP/HILP ES						
TOTALS FOR FUND 143 EPA BROWNPIE						
TOTALS FOR FUND 144 2013 CDBG HO						
TOTALS FOR FUND 145 DOWNTOWN REV						
TOTALS FOR FUND 146 DOWNTOWN STR	100528.06	41692.00		142220.06		142220.06
TOTALS FOR FUND 147 CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148 2016 OWW CDB						
TOTALS FOR FUND 151 OTHER BOND P	1014372.47	11606.72	124388.42	901590.77	19898.13	921488.90
TOTALS FOR FUND 162 SSMID DISTRI	45609.08	1733.78		47342.86		47342.86
TOTALS FOR FUND 167 FIRE BEQUEST	13880.23			13880.23		13880.23
TOTALS FOR FUND 169 START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171 RETIREE HEAL						
TOTALS FOR FUND 173 LIBRARY BEQU	93217.35	1642.76	5332.58	89527.53	1649.62	91177.15
TOTALS FOR FUND 174 COMMUNITY DE	124329.27			124329.27		124329.27
TOTALS FOR FUND 175 POLICE BEQUE	191860.85	35.00		191895.85	16.00	191911.85
TOTALS FOR FUND 177 HISTORIC PRE	-8526.66	11865.85	1893.10	1446.09		1446.09
TOTALS FOR FUND 200 DEBT SERVICE	1686388.18	80724.69		1767112.87		1767112.87
TOTALS FOR FUND 301 STREET PROJE	2967349.30		33141.05	2934208.25		2934208.25
TOTALS FOR FUND 303 AIRPORT PROJ	-255558.97		1652.55	-257211.52		-257211.52
TOTALS FOR FUND 307 SIDEWALK & C	96517.73		3386.56	93131.17		93131.17
TOTALS FOR FUND 309 PARK PROJECT	280770.52	162595.69	14286.59	429079.62		429079.62
TOTALS FOR FUND 311 LEVEE PROJEC	-102606.00		876.68	-103482.68		-103482.68
TOTALS FOR FUND 313 EVENT CENTER	96650.28		4604.22	92046.06	4577.49	96623.55
TOTALS FOR FUND 315 SEWER CONSTR	5108218.58		157123.96	4951094.62		4951094.62
TOTALS FOR FUND 320 WEST END FLO						
TOTALS FOR FUND 501 CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503 CEMETERY PER	35.00	865.00	325.00	575.00		575.00
TOTALS FOR FUND 610 SEWER UTILIT	4251074.76	480096.25	359301.28	4371869.73	1396.26	4373265.99
TOTALS FOR FUND 611 SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612 STORM WATER						
TOTALS FOR FUND 613 SEWER IMPROV	3883336.00	41667.00		3925003.00		3925003.00
TOTALS FOR FUND 670 LANDFILL FUN	1448402.52	157316.29	108836.40	1496882.41	22.83	1496905.24

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CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 03/31/2022

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ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 671 LANDFILL RES	1167302.00			1167302.00		1167302.00
TOTALS FOR FUND 673 RECYCLING	482919.97	58604.82	60446.62	481078.17	583.12	481661.29
TOTALS FOR FUND 690 TRANSIT FUND	641246.89		10974.17	630272.72	116004.16	746276.88
TOTALS FOR FUND 695 1015 TRANSIT						
TOTALS FOR FUND 720 BRIDGEVIEW E	-37781.19	200000.00	720.57	161498.24		161498.24
TOTALS FOR FUND 750 GOLF COURSE	31189.62			31189.62		31189.62
TOTALS FOR FUND 810 POOLED INVES	-48660042.69	1015318.24		-47644724.45		-47644724.45
TOTALS FOR FUND 820 PAYROLL CLEA	211825.26	448275.49	449222.06	210878.69		210878.69
TOTALS FOR FUND 840 EQUIPMENT PU	1107702.17			1107702.17		1107702.17
TOTALS FOR FUND 860 GROUP HEALTH	5756940.05	291296.25	263608.34	5784627.96		5784627.96
TOTALS FOR FUND 861 POST 65 RETI	391496.86	27539.60	24367.01	394669.45	24143.41	418812.86
TOTALS FOR FUND 862 DENTAL INSUR	78283.66	7726.00	9291.18	76718.48		76718.48
TOTALS FOR FUND 863 LIFE INSURAN	28171.37	4245.32		32416.69		32416.69
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TOTALS FOR ALL LISTED FUNDS	1517057.66	5631213.85	4528572.23	2619699.28	185285.11	2804984.39

REPORT DATE 03/31/2022  
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FILES ID 0

CITY OF OTTUMWA  
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SUMMARY PAGE INFORMATION

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPT</b>	<b>BEG. PERIOD BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>
TOTALS FOR FUND 001	GENERAL OPER	3,015,482.96	1,004,186.93	1,201,306.31
TOTALS FOR FUND 002	PARKING RAMP	40,186.35	2,446.00	307.31
TOTALS FOR FUND 003	GENERAL-ARPA	1,821,787.55		
TOTALS FOR FUND 110	ROAD USE TAX	4,514,126.18	249,644.84	251,470.97
TOTALS FOR FUND 112	EMPLOYEE BEN	618,667.57	161,577.81	440,481.51
TOTALS FOR FUND 119	EMERGENCY FU		5,132.15	5,132.15
TOTALS FOR FUND 121	SALES TAX 1%	6,581,887.96	619,523.62	30,833.33
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	(467,793.74)	7,375.48	
TOTALS FOR FUND 126	AIRPORT TIF	2,553.02	11,472.01	
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	65,709.24	28,399.00	
TOTALS FOR FUND 129	RISK MANAGEM	942,643.52	212,259.23	609,886.45
TOTALS FOR FUND 131	AIRPORT FUND	328,141.34	141,601.98	153,036.11
TOTALS FOR FUND 133	LIBRARY FUND	258,272.61	34,057.01	80,823.22
TOTALS FOR FUND 135	CEMETERY FUN	1,614.79	22,835.85	27,525.99
TOTALS FOR FUND 137	HAZ-MAT FUND	153,421.26	85,855.19	93,990.54
TOTALS FOR FUND 141	2023 UPPER S	8,078.12		
TOTALS FOR FUND 142	HOAP/HILP ES			
TOTALS FOR FUND 143	EPA BROWNIE			
TOTALS FOR FUND 144	2013 CDBG HO			
TOTALS FOR FUND 145	DOWNTOWN REV			
TOTALS FOR FUND 146	DOWNTOWN STR	100,528.06	41,692.00	
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	1,014,372.47	11,606.72	124,388.42
TOTALS FOR FUND 162	SSMID DISTRI	45,609.08	1,733.78	
TOTALS FOR FUND 167	FIRE BEQUEST	13,880.23		
TOTALS FOR FUND 169	START UP/DON	(165.20)		
TOTALS FOR FUND 171	RETIREE HEAL			
TOTALS FOR FUND 173	LIBRARY BEQU	93,217.35	1,642.76	5,332.58
TOTALS FOR FUND 174	COMMUNITY DE	124,329.27		
TOTALS FOR FUND 175	POLICE BEQUE	191,860.85	35.00	
TOTALS FOR FUND 177	HISTORIC PRE	(8,526.66)	11,865.85	1,893.10
TOTALS FOR FUND 200	DEBT SERVICE	1,686,388.18	80,724.69	
TOTALS FOR FUND 301	STREET PROJE	2,967,349.30		33,141.05
TOTALS FOR FUND 303	AIRPORT PROJ	(255,558.97)		1,652.55
TOTALS FOR FUND 307	SIDEWALK & C	96,517.73		3,386.56
TOTALS FOR FUND 309	PARK PROJECT	280,770.52	162,595.69	14,286.59
TOTALS FOR FUND 311	LEVEE PROJEC	(102,606.00)		876.68
TOTALS FOR FUND 313	EVENT CENTER	96,650.28		4,604.22
TOTALS FOR FUND 315	SEWER CONSTR	5,108,218.58		157,123.96
TOTALS FOR FUND 320	WEST END FLO			

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPT</b>	<b>BEG. PERIOD BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>
TOTALS FOR FUND 501	CEMETERY MEM	2,713.29		
TOTALS FOR FUND 503	CEMETERY PER	35.00	865.00	325.00
TOTALS FOR FUND 610	SEWER UTILIT	4,251,074.76	480,096.25	359,301.28
TOTALS FOR FUND 611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND 612	STORM WATER			
TOTALS FOR FUND 613	SEWER IMPROV	3,883,336.00	41,667.00	
TOTALS FOR FUND 670	LANDFILL FUN	1,448,402.52	157,316.29	108,836.40
TOTALS FOR FUND 671	LANDFILL RES	1,167,302.00		
TOTALS FOR FUND 673	RECYCLING	482,919.97	58,604.82	60,446.62
TOTALS FOR FUND 690	TRANSIT FUND	641,246.89		10,974.17
TOTALS FOR FUND 695	1015 TRANSIT			
TOTALS FOR FUND 720	BRIDGEVIEW E	(37,781.19)	200,000.00	720.57
TOTALS FOR FUND 750	GOLF COURSE	31,189.62		
TOTALS FOR FUND 810	POOLED INVES	(48,660,042.69)	1,015,318.24	
TOTALS FOR FUND 820	PAYROLL CLEA	211,825.26	448,275.49	449,222.06
TOTALS FOR FUND 840	EQUIPMENT PU	1,107,702.17		
TOTALS FOR FUND 860	GROUP HEALTH	5,756,940.05	291,296.25	263,608.34
TOTALS FOR FUND 861	POST 65 RETI	391,496.86	27,539.60	24,367.01
TOTALS FOR FUND 862	DENTAL INSUR	78,283.66	7,726.00	9,291.18
TOTALS FOR FUND 863	LIFE INSURAN	28,171.37	4,245.32	
	<b>TOTALS</b>	<b>1,517,057.66</b>	<b>5,631,213.85</b>	<b>4,528,572.23</b>



April 19, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

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

Recommend re-appointments to the Planning and Zoning Commission, terms to expire 04/01/2027.

Debra Hutton  
15012 60<sup>th</sup> St.

Chuck Manson  
11582 Dahlonga Rd.

Recommend re-appointment to the Inspection Board of Review, term to expire 01/18/2027.

Dale Person  
407 E. Maple

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of: Apr 19, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Approve the appointment of Thomas Rea to Plant Operator at the Water Pollution Control Facility.

\*\*\*\*\*

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

RECOMMENDATION: Approve the appointment of Thomas Rea to Plant Operator at the Water Pollution Control Facility on or about April 24, 2022.

DISCUSSION: Appoint Thomas Rea to Plant Operator at the Water Pollution Control Facility.

Tom spent approximately six (6) years as an Operator previously. Tom is a successful bidder for one of the two current openings of Plant Operator.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

**CITY OF OTTUMWA** 7 12 M 2022  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Approve the appointment of Debra Jarr to Clerk - Building & Code Enforcement

\*\*\*\*\*

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

RECOMMENDATION: Approve the appointment of Debra Jarr to Clerk - Building & Code Enforcement on or about May 1, 2022.

DISCUSSION: Appoint Debra Jarr to Clerk - Building & Code Enforcement.

This hire fills the open position of Clerk - Building & Code Enforcement that was vacated to a previous employee leaving the city. The appointment will take place on May 1st upon successful completion of pre-employment physical, background check and drug screen. Debra's starting salary will be at \$16.97 as per step 1 of the collective bargaining agreement.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



**OTTUMWA CIVIL SERVICE COMMISSION**

**WPCF – Laboratory Tech  
Entrance Eligibility List**

1. Donna Nowlin
2. Paige Clark
2. Melissa Pickrell

Certified April 13, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

# **OTTUMWA CIVIL SERVICE COMMISSION**

## **MASTER FIREFIGHTER – Promotional Eligibility List**

1. Raymond Covert
2. William Munley
3. David Cronin
4. Dillon McPherson
5. Troy Pilcher
6. Cole Owens
7. Jerry Lemeuse

Certified April 13, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

# OTTUMWA CIVIL SERVICE COMMISSION

## FIRE CAPTAIN – Promotional Eligibility List

1. Josh Chance
2. Troy Pilcher
3. William Munley
4. Cole Owens
5. Derek Fye
6. Nathan West
6. Gary Doud

Certified April 13, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

# **OTTUMWA CIVIL SERVICE COMMISSION**

## **ASSISTANT FIRE CHIEF – Promotional Eligibility List**

1. Josh Chance
2. Richard Damm
2. Joshua Reynolds
4. Nathan West
4. Pat Short
4. Ron Klein

Certified April 13, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson *ZS*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution No. 102 - 2022, a resolution setting May 3, 2022 as the date of a Public Hearing on the disposition of City owned property located at 1202 Castle Street.

\*\*\*\*\*

**\*\*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. 102 - 2022

DISCUSSION: The City is accepting bids on this property until April 28, 2022. The successful bidder will be identified at that time and the bid will be brought to the May 3, 2022 City Council meeting.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 102 - 2022

A RESOLUTION SETTING May 3, 2022 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 1202 CASTLE STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as CASTLE'S ADD. LOT 39 EX E 53' City of Ottumwa, Wapello County, Iowa, also known as 1202 Castle Street; and

WHEREAS, the above described property is a placarded house which will be sold to be repaired to meet the minimum housing standards or demolished; and

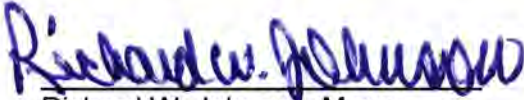
WHEREAS, the City will dispose of the property to the successful bidder.

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



That the 3<sup>rd</sup> day of May 2022 at 5:30 PM in the City Council Chambers located at 105 East Third 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 dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 19<sup>th</sup> day of April 2022.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 19, 2022

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution No. 104 - 2022, a resolution setting May 3, 2022 as the date of a Public Hearing on the disposition of City owned property located at 107 N Ransom Street.

\*\*\*\*\*  
 **\*\*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. 104 - 2022

DISCUSSION: The City is accepting bids on this property until April 28, 2022. The successful bidder will be identified at that time and the bid will be brought to the May 3, 2022 City Council meeting.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION No. 104 - 2022

A RESOLUTION SETTING May 3, 2022 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 107 N RANSOM STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as R S SMITH'S 3RD ADD S 33' LOT 40 BLK 5 City of Ottumwa, Wapello County, Iowa, also known as 107 N Ransom Street; and

WHEREAS, the above described property is a placarded house which will be sold to be repaired to meet the minimum housing standards or demolished; and

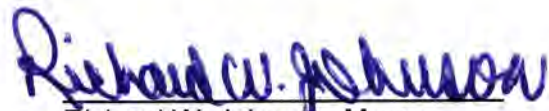
WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 3<sup>rd</sup> day of May 2022 at 5:30 PM in the City Council Chambers located at 105 East Third 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 dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 19<sup>th</sup> day of April 2022.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of: Apr 19, 2022

Administration  
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

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

AGENDA TITLE: Resolution #107-2022 - Approve and authorize signature of MOU regarding Maternity / Paternity leave between the City of Ottumwa and Teamsters local No. 238 for the Police Department.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #107-2022.

DISCUSSION: Approve and authorize the mayor to sign the MOU between the City of Ottumwa and Teamsters local No. 238 for the Police Department.

This MOU removes gender restrictions "male" or "female" on time off allowed for bonding with a new child.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 107-2022

RESOLUTION APPROVE EMPLOYEE  
MATERNITY / PATERNITY LEAVE

WHEREAS, the City of Ottumwa, Iowa desires to clarify contradictory language in the Police Department contract regarding Maternity / Paternity Leave; and

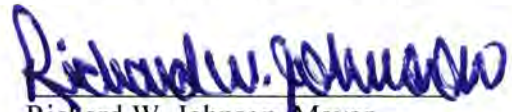
WHEREAS, the City of Ottumwa has reviewed and revised said MOU and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City covered under Teamsters Local No. 238 for the police department, and;

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


the said MOU, with an effective date of April 20th, 2022 are hereby adopted by and for the City of Ottumwa, Iowa, and rescinding all others.

PASSED, ADOPTED and APPROVED this 19<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

OTTUMWA, IOWA And

TEAMSTERS LOCAL NO. 238

Ottumwa, Iowa (hereinafter "the City") and Teamsters Local 238 (hereinafter "the Union") enter this Memorandum of Understanding.

WHEREAS, the City and the Union are parties to a collective bargaining agreement effective July 1, 2019 and continuing through June 30, 2023.

WHEREAS the collective bargaining agreement (**Article 8, Section 10**) states:

**"Male officers shall be allowed no more than 80 hours of leave, to be deducted from his sick bank for the birth of a child. Female officers shall be allowed 240 hours of leave, to be deducted from her sick leave bank, for the birth of a child."**

WHEREAS this language was written when standard shifts were eight hour days.

WHEREAS the City and the Union agree to **change (Article 8, Section 10)**

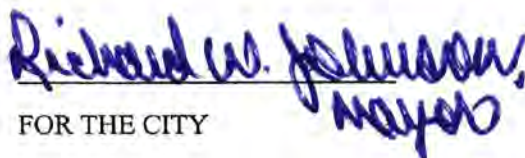
**"Employees giving birth to a child who regularly work 12 hour shifts, shall be allowed 252 hours (6 weeks) of leave, to be deducted from their sick leave bank. Employees giving birth to a child who regularly work 8 hour shifts, shall be allowed 240 hours (6 weeks) of leave, to be deducted from their sick leave bank. "**

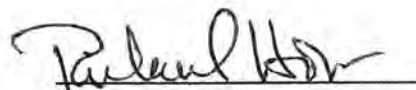
**Employees wishing to bond with a newborn or newly placed son or daughter who regularly work 12 hour shifts, shall be allowed no more than 84 hours (2 weeks) of leave, to be deducted from their sick bank. Employees who regularly work 8 hour shifts, shall be allowed no more than 80 hours (2 weeks) of leave, to be deducted from their sick bank.**

**IT IS THEREFORE AGREED AS FOLLOWS:**

The City and the Union will change Article 8, Section 10.

This MOU will be attached to the current Collective Bargaining Agreement and the adjustment will be incorporated for future collective bargaining agreements.

  
FOR THE CITY

  
FOR THE UNION  
Teamsters BA 4/10/22

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

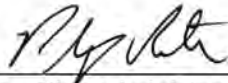
Administration  
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 112-2022 - Authorizing renewal of insurances

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #112-2022

DISCUSSION: The City of Ottumwa would like to enter into a renewal agreement with Wellmark Blue Cross and Blue Shield of Iowa for health and dental insurance, Avesis for vision insurance and Symetra Life Insurance Company for life insurance as set out in the price schedules below.

We were notified in April that rates for medical coverage will be increasing by approximately 11.6% for our self-funded plan. Staff is recommending an 8% increase to current rate structure for premiums. Employer / Employee split will remain 90/10.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Dental and Vision premiums will stay the same.

There are no changes to our coverages for this year.

Rates are as follows on the next page.

RESOLUTION NO. 112-2022

RESOLUTION AUTHORIZING RENEWAL OF HEALTH INSURANCE

WHEREAS, the City of Ottumwa, Iowa wishes to provide medical, prescription, and dental insurance through Wellmark Blue Cross Blue Shield of Iowa; vision insurance through Avesis a Guardian Company; and life insurance through Symetra Life Insurance to its full-time employees and eligible retirees; and

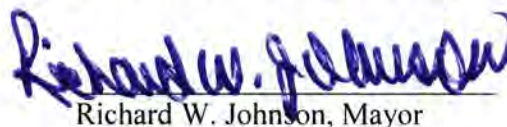
WHEREAS, Wellmark Blue Cross and Blue Shield of Iowa, Avesis a Guardian Company and Symetra Life Insurance Company have previously contracted with the City of Ottumwa and would like to renew for the period of July 1, 2022 through June 30, 2023.

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

That the City of Ottumwa enter into a renewal agreement with Wellmark Blue Cross and Blue Shield of Iowa for health insurance and dental insurance, Avesis a Guardian Company for vision insurance and Symetra Life Insurance Company for life insurance as set out in the price schedules


PASSED, ADOPTED and APPROVED this 19<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

	Single (Employee)	Employee + Spouse	Employee + Children	Family
<b>Medical</b>				
Monthly Premium	\$891.00	\$1,819.80	\$1,674.00	\$2,721.60
Employee Semi-Monthly Deduction	\$44.55	\$90.99	\$83.70	\$136.08
<b>Dental</b>				
Monthly Premium	\$22.00	\$44.00	\$41.00	\$79.00
Employee Semi-Monthly Deduction	\$0.00	\$11.00	\$9.50	\$28.50
<b>Vision</b>				
Monthly Premium	\$15.00	\$29.00	\$31.50	\$41.00
Employee Semi-Monthly Deduction	\$7.50	\$14.50	\$15.75	\$20.50
<b>Summary of Semi-Monthly Deductions</b>				
Medical	\$44.55	\$90.99	\$83.70	\$136.08
Medical and Dental	\$44.55	\$101.99	\$93.20	\$164.58
Medical and Vision	\$52.05	\$105.49	\$99.45	\$156.58
Medical, Dental and Vision	\$52.05	\$116.49	\$108.95	\$185.08

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

Finance  
Department

Tina Jaegers  
Prepared By  
Tina Jaegers  
Department Head

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

AGENDA TITLE: Anderson, Larkin & CO Engagement Letter

\*\*\*\*\*

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

RECOMMENDATION: Authorize city staff to work with Anderson, Larkin & CO on the FY22 Audit,

DISCUSSION: We wish to continue to work with Anderson, Larkin & CO on the City audit of the financial statements of the government activities, business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic statements, of the City of Ottumwa as of and for the year ending June 30, 2022.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: NO





ANDERSON, LARKIN & CO., P.C.  
Certified Public Accountants  
*"Your Success Is Our Business."*

Kenneth E. Crosser, CPA  
April D. Crosser, CPA  
Michael J. Podliska, CPA  
Alexander T. Barr, CPA

April 7, 2022

Ms. Tina Jaegers, Interim Director of Finance  
City of Ottumwa, Iowa  
City Hall  
105 E. Third Street  
Ottumwa, Iowa 52501

We are pleased to confirm our understanding of the services we are to provide the City of Ottumwa, Iowa for the year ended June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Ottumwa, Iowa as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Ottumwa, Iowa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Ottumwa, Iowa's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the City's Proportionate Share of Net Pension Liability – IPERS
- 4) Schedule of City Contributions – IPERS
- 5) Schedule of the City's Proportionate Share of Net Pension Liability – MFPRSI
- 6) Schedule of City Contributions – MFPRSI
- 7) Schedule of the Change in the City's Total Other Post-Employment Benefits Liability, Related Ratios and Notes

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
April 7, 2022  
Page Two

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Ottumwa, Iowa's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Schedules required by the Comprehensive Annual Financial Report
- 2) Introductory section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
April 7, 2022  
Page Three

We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Risks related to the proper expenditure of grant funding.

Our audit of your financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
April 7, 2022  
Page Four

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ottumwa, Iowa's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Ottumwa's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Ottumwa's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Ottumwa, Iowa in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Management Responsibilities**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
April 7, 2022  
Page Six

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
April 7, 2022  
Page Seven

The audit documentation for this engagement is the property of Anderson, Larkin & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your Cognizant or Oversight Agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson, Larkin & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Alex T. Barr and/or Kenneth E. Crosser is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit approximately in August of 2022 and to issue our reports no later than December 31, 2022.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,750. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: ½ due upon completion of fieldwork and ½ due upon delivery of the final audit reports and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Officials of City of Ottumwa, as, at Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
April 7, 2022  
Page Eight

The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Ottumwa, Iowa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ANDERSON, LARKIN & CO., P.C.

*Anderson, Larkin & Co., P.C.*

RESPONSE:

This letter correctly sets forth the understanding of the City of Ottumwa, Iowa.

City Council signature:

*Richard W. Johnson*

Title:

*Mayor*

Date:

*April 19, 2022*

Interim Finance Director signature:

*Tim R. Jagers*

Title:

*Interim Finance Director / Accountant*

Date:

*4/8/22*



CITY OF OTTUMWA

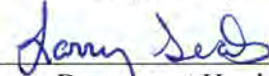
Staff Summary

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

Council Meeting of: April 19, 2022

Phillip Burgmeier

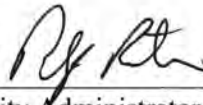
Prepared By



Department Head

Engineering Department

Department



City Administrator Approval

AGENDA TITLE: Supplemental Agreement for underwater inspection of the Market and Jefferson Street Bridges.

\*\*\*\*\*

**\*\*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 agreement and authorize the mayor to sign.

DISCUSSION: The Iowa DOT, and Federal Highway Administration require the Market and Jefferson Street Bridges to be inspected by a fully certified underwater inspection dive team on a 5 year cycle. Calhoun-Burns contacted six different companies who perform underwater bridge inspections. Four provided proposals. They have coordinated with Collins Engineering to perform the inspections for \$14,000.

The other proposals were as follows:

GBA -	\$70,000
KCI Engineering -	\$28,500
Marine Solutions -	\$25,258



April 6, 2022

Phillip Burgmeier, P.E.  
City Engineer  
105 E. Third Street  
Ottumwa, IA 52501

**RE: SUPPLEMENTAL AGREEMENT NO. 1 – UNDERWATER INSPECTION 2022  
MARKET STREET AND JEFFERSON STREET  
CITY OF OTTUMWA  
CB&A PROJECT NO. 2021171.1**

Dear Mr. Burgmeier:

This proposal for underwater inspection services is submitted in accordance with SECTION 3.01 ADDITIONAL SERVICES of our existing agreement for Bridge Inspection Services dated April 20, 2021. The Iowa Department of Transportation and FHWA regulations require that the Market Street (FHWA 009340) and Jefferson Street (FHWA 009386) bridges be inspected by a fully certified underwater inspection dive team on a 60 month cycle.

We have coordinated with a certified underwater inspection team to perform the underwater inspections for these two structures for a lump sum fee of \$14,000. All provisions of the original contract remain in effect except as modified by this Supplemental Agreement.

Please review this proposal and, if it is acceptable, return one signed and dated copy to us. We will do a good job for you and the City of Ottumwa.

Sincerely

Jeff M. Fadden, P.E.  
Vice President

**APPROVED FOR THE CITY OF OTTUMWA:**

By:

Title:

Date:

Mayor

April 19, 2022

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

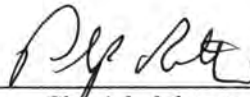
Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: **Resolution #106-2022, Approving Plans, Specifications, Form of Contract and Estimated Cost for the Ottumwa Park Campground Shower House Project.**

\*\*\*\*\*

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

RECOMMENDATION: **Pass and adopt Resolution #106-2022**

DISCUSSION: This project will involve the construction of a new shower house and office building in the Ottumwa Park campground. Plans and specifications have been prepared by Willett-Hoffman of Cedar Rapids, Iowa. This project will be funded by \$400,000 in the CIP, \$300,000 of ARPA funds, and also grants from the Wapello County Foundation, the Ottumwa Regional Legacy Foundation, and the Fahrney Foundation. The current shower house was built in 1968. We expect that the new shower house will be completed by the end of 2022. The engineer's cost estimate for this project is \$616,000.

Source of Funds: CIP, ARPA, Grants

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION #106 -2022**

**A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE OTTUMWA PARK CAMPGROUND SHOWER HOUSE PROJECT**

WHEREAS, The Ottumwa Park Campground Shower House is 54 years old and in need of replacement; and,

WHEREAS, Funding is currently available for the construction of a new Shower House; and,

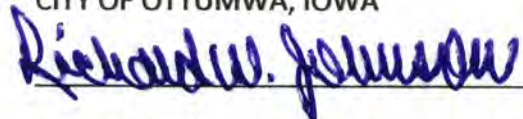
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project and,

WhHEREAS, 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 19th day of April, 2022.

CITY OF OTTUMWA, IOWA

A handwritten signature in blue ink, reading "Richard W. Johnson", written over a horizontal line.

Richard W. Johnson, Mayor

ATTEST:

A handwritten signature in blue ink, reading "Christina Reinhard", written over a horizontal line.

Christina Reinhard, City Clerk

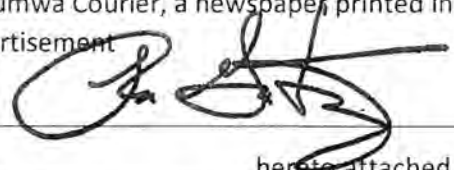
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

Notice of Public Hearing 4/19

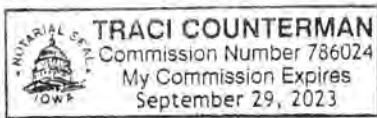
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/14/22

Subscribed and sworn to before me, and in my presence, by the said 14th day of April, 2022



Notary Public

In and for Wapello County

Printer's fee \$17.48

## COPY OF ADVERTISEMENT

Notice of Public Hearing  
Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on April 19, 2022 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on plans, specifications, form of contract, and estimated costs for City Campgrounds Shower & Office Facility. All written public comments may be submitted to the City Clerk's Office, City Hall by 4:30 pm on April 19, 2022. All persons interested in the said plans, specifications, form of contract, and estimated cost for the City Campgrounds Shower & Office Facility are invited to be present at the above time, place and date to present their arguments for or against. All work and materials are to be in strict compliance with the Plans and Specifications prepared by Willett Hofmann & Associates, Inc. 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 City 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, CMC, City Clerk

# CITY OF OTTUMWA-CITY PARK SHOWER HOUSE

## COST OPINION

WILLETT HOFMANN & ASSOCIATES

FEB 3 2022

### DESCRIPTION

OVERALL SIZE-27'-4" X 50'	1367
EXTERIOR WALLS LENGTH 24 X 4	155
WALL AREA-24 X 4 X 8	1237
PARTITION AREA 2 X (18+9+6) X 8	1040
ROOF AREA 30 X 24	1500
CLERESTORIES NOM 4X12X2	96

DIVISION	ITEM	UNITS	# UNITS	COST/UNIT	EXTENDED COST
3	4" SLAB ON GRADE	SF	1367	\$ 7.20	\$ 9,842.40
	PERIMETER TRENCH FOOTINGS	LF	155	\$ 30.00	\$ 4,650.00
4	EXTERIOR BLOCK WALLS	SF	1237	\$ 24.00	\$ 29,688.00
	INTERIOR BLOCK PARTITIONS	SF	1040	\$ 18.00	\$ 18,720.00
5	MISC METALS	LS	1	\$ 6,000.00	\$ 6,000.00
6	ROOF FRAMING	SF	1367	\$ 18.00	\$ 24,606.00
	3/4" SHEATHING/SUB FRAMING	SF	1367	\$ 14.40	\$ 19,684.80
	2x6 ROOF DECKING STAINED	SF	1367	\$ 14.40	\$ 19,684.80
7	BLOCK INSULATION	SF	1237	\$ 3.00	\$ 3,711.00
	METAL ROOFING	SF	1500	\$ 9.00	\$ 13,500.00
	SEALANTS	LS	1	\$ 2,000.00	\$ 2,000.00
	CEMENT WALL PANELS	SF	800	\$ 9.00	\$ 7,200.00
	SHEET METAL TRIM/DS	LF	160	\$ 25.00	\$ 4,000.00
8	HM DOORS AND FRAMES	EA	4	\$ 2,000.00	\$ 8,000.00
	HARDWARE	EA	4	\$ 780.00	\$ 3,120.00
	CLERESTORY WINDOWS	SF	96	\$ 42.00	\$ 4,032.00
	VENTS	SF	36	\$ 30.00	\$ 1,080.00
	ACCESS PANELS	EA	2	\$ 420.00	\$ 840.00
9	INTERIOR PAINT	SF	3317	\$ 3.60	\$ 11,941.20
	EXTERIOR WATER SEALER	SF	450	\$ 2.20	\$ 990.00
	EXTERIOR PAINT ON PANELS	SF	800	\$ 2.20	\$ 1,760.00
10	SIGNAGE	LS	1	\$ 2,400.00	\$ 2,400.00
	TOILET ACCESSORIES	EA	4	\$ 2,400.00	\$ 9,600.00
	TOILET PARTITIONS	EA	4	\$ 3,000.00	\$ 12,000.00
15	PLUMBING (FOR 3 RESTROOMS)	SF	365	\$ 73.00	\$ 26,645.00
	PLUMBING (FOR 6 SHOWERS)	SF	365	\$ 48.00	\$ 17,520.00
	VENTILATION	SF	1367	\$ 4.80	\$ 6,561.60
	HEATING	SF	1367	\$ 9.60	\$ 13,123.20
16	LIGHTING	SF	1367	\$ 24.00	\$ 32,808.00
	POWER DISTRIBUTION	SF	1367	\$ 20.00	\$ 27,340.00
	SUBTOTAL				\$ 343,048.00
	POTENTIAL SITE WORK (15%)				\$ 51,457.20
	SUBTOTAL				\$ 394,505.20
	CONTRACTOR OH+P (+25%)				\$ 98,626.30
	SUBTOTAL				\$ 493,131.50
	CONTINGENCY (+25%)				\$ 123,282.88
	POTENTIAL CONSTRUCTION TOTAL				\$ 616,414.38
	ROUNDED				\$ 616,000.00
	COST AS \$/SF				\$ 450.62

CITY OF OTTUMWA, IOWA

PROPOSAL FOR \_\_\_\_\_

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for CAMPGROUND SHOWER HOUSE AND OFFICE BUILDING \_\_\_\_\_ and agrees to furnish said BUILDING \_\_\_\_\_ in accordance with those documents.

---

TOTAL CASH PRICE FOR PROJECT

---

LENGTH OF TIME BID IS VALID

---

PROJECT MUST BE COMPLETED BY DECEMBER 1, 2022 \_\_\_\_\_

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City.

Local Preference: Ordinance 2937-2004 gives a 3% preference to vendors located within the corporate City limits on bids accepted by the City.

If my bid is accepted, the undersigned further agrees to enter into a contract for delivery of said \_\_\_\_\_ according to instructions as issued by the City and at the time requested.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# CONTRACT

This contract made and entered into in triplicate at Ottumwa, IA this \_\_\_\_ day of \_\_\_\_\_ by and between **CITY OF OTTUMWA, IA** hereinafter called the "OWNER" and \_\_\_\_\_ hereinafter called the "CONTRACTOR".

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: \_\_\_\_\_

In the following location to wit: \_\_\_\_\_

It is understood and agreed:

The "Owner" shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for no-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

Owner is exempt from Iowa State Sales Tax and the Local Option Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. The Owner shall issue a tax exemption certificate to the Contractor authorizing purchase of the materials for this work without payment of sales and local option tax. If any sub-contractor will be purchasing materials or equipment to be incorporated into this work, the Contractor shall request a tax exemption certificate from the Owner, which will authorize the sub-contractor to purchase such materials without paying the sales or local option taxes.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out, said payment to be made upon presentation of an invoice for aforesaid improvement.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner, in the amount of \$300,000. for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers,



agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Bid form, Request for Bids, Work Required, and Specifications. Documents and your detailed proposal automatically become a part of the contract and to the same effect as if each of them has been set forth in complete detail herein.

Contractor shall, at the option of the Owner defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

IN WITNESS WHEREOF, this Contract has been executed in triplicate on the date first herein written.

**CITY OF OTTUMWA**

\_\_\_\_\_  
**Richard Johnson, Mayor**

ATTEST:

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

\_\_\_\_\_  
**Contractor**

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

Address: \_\_\_\_\_

\_\_\_\_\_

**PROJECT MANUAL**

**CAMPGROUND SHOWER HOUSE AND  
OFFICE BUILDING  
FOR**

**THE CITY OF OTTUMWA**

**SITE LOCATION:  
1 JOE LORD MEMORIAL DRIVE  
OTTUMWA, IOWA 52501**

**OWNER:  
THE CITY OF OTTUMWA  
105 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501**

**WILLET HOFMANN & ASSOCIATES**

**625 32<sup>nd</sup> AVENUE SW  
CEDAR RAPIDS, IOWA 52404  
319-378-1401  
FAX 319-378-1975**

**3011C21-  
OTTUMWA**

PROJECT MANUAL  
FOR  
**CAMPGROUND SHOWER HOUSE AND OFFICE**  
CITY OF OTTUMWA  
SITE LOCATION: 1 JOE LORD MEMORIAL DRIVE  
OTTUMWA, IOWA 52501

OWNER: **CITY OF OTTUMWA**  
105 EAST 3<sup>RD</sup> STREET  
OTTUMWA, IOWA 52501

ARCHITECT: **WILLETT HOFMANN & ASSOCIATES**  
625 32<sup>ND</sup> AVENUE SW  
CEDAR RAPIDS, IOWA 52404


PREBID MEETING: **MAY 11, 2022; 10:00 A.M.**  
CITY HALL – 1<sup>ST</sup> FLOOR CONFERENCE ROOM  
CITY OF OTTUMWA  
105 EAST 3<sup>RD</sup> STREET  
OTTUMWA, IOWA 52501

BIDS DUE: **MAY 18, 2022; 2:00 P.M.**  
CITY HALL – 1<sup>ST</sup> FLOOR CONFERENCE ROOM  
CITY OF OTTUMWA  
105 EAST 3<sup>RD</sup> STREET  
OTTUMWA, IOWA 52501

ISSUE DATE: **APRIL 20, 2022**

END OF DOCUMENT 00001

DOCUMENT 00005  
CERTIFICATIONS PAGE

	<p>I hereby certify that the plans, specifications or report was prepared by me or under my direct supervision and responsible charge. I am a duly Registered Architect under the laws of the State of Iowa.</p> <p>Signature: _____ Name: <u>Allen M. Varney III, AIA</u> Date: <u>April 20, 2022</u> Reg. No. <u>2283</u> Registration Renewal Date: <u>JUNE 30, 2023</u></p>
---	---

END OF DOCUMENT 00005

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### BIDDING DOCUMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

00030	NOTICE OF PREBID AND LETTING
00200	INSTRUCTIONS TO BIDDERS
00210	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
00410	BID FORM
00420	SCHEDULE OF BID PRICES
00421	OTTUMWA BID FORM
00430	BID BOND
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00611	PERFORMANCE BOND
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00700	GENERAL CONDITIONS
00800	SUPPLEMENTARY CONDITIONS - AIA

### TECHNICAL SPECIFICATIONS

#### DIVISION 1 - GENERAL REQUIREMENTS

01100	SUMMARY OF WORK
01310	PROJECT MANAGEMENT AND COORDINATION
01330	SUBMITTALS
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01700	PROJECT CLOSEOUT
01732	CUTTING AND PATCHING

GENERAL CONSTRUCTION, MECHANICAL AND ELECTRICAL WORK TECHNICAL SPECIFICATIONS, INCLUDING ARCHITECTURAL AND STRUCTURAL MATERIALS, ARE CONTAINED ON THE DRAWINGS.

DOCUMENT 00015  
LIST OF DRAWINGS

Drawings are bound separate from this book.

<u>Sheet</u>	<u>Drawings</u>
G0.00	TITLE SHEET/INDEX OF SHEETS/CODE INFO
G0.01	GENERAL INFORMATION & ADA STANDARDS
G0.02	GENERAL INFORMATION & ADA STANDARDS
C.01	SITE PLAN
S1.01	FOUNDATION PLAN AND DETAILS
S1.02	STRUCTURAL PLANS
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A3.02	BUILDING SECTION AND DETAILS
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M1.01	MECHANICAL PLANS
M1.02	MECHANICAL SCHEDULES AND DETAILS
M1.03	MECHANICAL SPECIFICATIONS
E1.01	ELECTRICAL PLAN, SCHEDULESE1.02
E1.02	ELECTRICAL DETAILS

END OF DOCUMENT 00015

SECTION 00030  
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: That sealed bids will be received by The City of Ottumwa, in the City Clerk's Office, City of Ottumwa, until 2:00 p.m. on the 18<sup>th</sup> day of May, 2022. The bids will be opened shortly thereafter in the First Floor Conference Room, and publicly read by the Architect and Owner. The project consists of the following:

NEW CAMPGROUND SHOWER HOUSE AND OFFICE

WILLETT HOFMANN & ASSOCIATES PROJECT NO. 3011C21

The bids are for a single Prime Contract (general, mechanical, and electrical combined) for the new Campground Shower House and Office Building project. Bids shall be on a lump sum basis; segregated sub-bids will not be accepted.

Work is anticipated to commence upon award of contract and be completed by November 30, 2022.

A pre-bid conference is scheduled for May 11, 2018 at 10:00 AM at the City Hall First Floor Conference Room, 105 East 3<sup>rd</sup> Street, Ottumwa, Iowa 52501.

A public hearing will be conducted at the City on April 19, 2022 at 5:30 pm, at which time and place any person may appear and file objections to the proposed plans, specifications, form of contract and the estimated cost of said project.

Plans and specifications governing the construction of the proposed Work have been prepared by Willett Hofmann & Associates of Cedar Rapids, Iowa.

Bidders for the Contract may obtain electronic copies from Willett Hofmann & Associates, and a maximum of two copies of the Bidding Documents by contacting Rapids Reproductions, Cedar Rapids, IA Ph. 319-364 2473 in accordance with the Instructions to Bidders upon depositing the sum of \$50 (written to the City of Ottumwa) or an MBI Plan Deposit card for each set of documents.

Documents may also be viewed at the following plan rooms

Rapids Reproductions on-line plan room

Construction Update Network. [Mbiplanroom-dsm@mbionline.com](mailto:Mbiplanroom-dsm@mbionline.com)

Bid security in the amount of 5% of the total bid in the form of certified check, credit union share draft, or surety bond written on an original AIA Document A310, Bid Bond is required for this project. The successful bidder will be required to provide surety Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Sum.

The award of the contract may be made by the City of Ottumwa to any responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interest of the Owner.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.

By order of the City of Ottumwa

END OF SECTION

3011C21-OTTUMWA

00030-1

DOCUMENT 00200  
INSTRUCTIONS TO BIDDERS  
AIA, A701-1997

I. INSTRUCTIONS TO BIDDERS

- A. AIA Document A701 Instructions to Bidders (1997 Edition), is the Instructions to Bidders and is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects State Office.

11. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. Refer to Document 00210 for additions and amendments to these Instructions to Bidders.

END OF DOCUMENT 00200

**3011C21-  
OTTUMWA**



DOCUMENT 00200  
INSTRUCTIONS TO BIDDERS  
AIA, A701-1997

DOCUMENT 00210  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
AIA A701-1997

The following supplements modify, change, delete from or add to the "Instructions to Bidders." AIA Document A701, 1997 Edition. Where any Article, Paragraph, Subparagraph or Clause or portion thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

SIB-1 Delete Subparagraph 3.1.1 from ARTICLE 3, BIDDING DOCUMENTS and substitute the following:

3.1.1 Bidders may obtain complete sets of the Bidding Documents from Rapids Reproductions for a refundable deposit of fifty dollars (**\$50.00**) for each set of documents.

SIB-2 Add Subparagraph 4.1.8 to ARTICLE 4, BIDDING PROCEDURES:

SIB-3 Delete Subparagraph 4.2.1 from ARTICLE 4, BIDDING PROCEDURES and substitute the following:

4.2.1 Each Bidder shall accompany the bid with a bid security, in a separate envelope, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract. The Bidder's security shall be five percent (5%) of the bid amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States or a bid bond with corporate surety satisfactory to the Owner. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the Bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.

SIB-4 Delete Subparagraph 4.3.1 from ARTICLE 4, BIDDING PROCEDURES and substitute the following:

4.1.8 Pursuant to Iowa Code Sections: 422.42 (16) & (17), and 422.47 (5), the contractor is authorized to purchase construction materials tax free for this contract. Complete information on qualifying materials can be found at [www.state.ia.us/tax](http://www.state.ia.us/tax), the Department of Revenue (IDR) website. It is the contractor's responsibility to have records identifying the materials purchased and verifying they were used on this contract. Any materials purchased and not used in the contract are subject sales and applicable local option taxes.

Iowa Construction Sales Tax Exemption Certificates for this project can be obtained through the City of Ottumwa, 641-683-0600. The General Contractor will need to provide company name, address, phone number, and type of contractor (electrical, mechanical, etc.) for the general contractor and all sub-contractors.

4.3.1 All copies of the Bid and other documents, not including the bid security, required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The bid security shall be submitted in a separate sealed opaque envelope. Each envelope shall bear the return address of the Bidder and shall be addressed as follows:

**3011C21-  
OTTUMWA**

DOCUMENT 00210  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
AIA A701-1997

"TO: The City of Ottumwa  
105 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501"

"BID FOR: CAMPGROUND SHOWER HOUSE AND OFFICE BUILDING"

-or-

"BID SECURITY FOR: CAMPGROUND SHOWER HOUSE AND OFFICE BUILDING"

If the Bid, the bid security, and other documents required to be submitted with the Bid is sent by mail, the sealed envelopes shall be enclosed in a separate mail envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

SIB-5 Add Subparagraph 6.1.2 to ARTICLE 6, POST-BID INFORMATION as follows:

6.1.2 Out-of-state Bidders shall furnish documentation prior to execution of the Agreement that confirms the Bidder is in compliance with applicable State of Iowa laws governing Construction Contractors and their licensing.

END OF DOCUMENT 00210

3011C21-  
OTTUMWA

DOCUMENT 00410  
BID FORM

PROJECT:       **Campground Shower House and Office Building**  
                  1 Joe Lord Memorial Drive  
                  Ottumwa, Iowa 52501

BID TO:         City of Ottumwa  
                  105 East 3<sup>rd</sup> Street  
                  Ottumwa, Iowa 52501

BID FROM:     \_\_\_\_\_

NOTE: Submit two copies of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted.

Submit Bid Security, if required, in separate envelope.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Notice and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.
2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Notice and Instruction to Bidders.
3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
5. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
6. BIDDER will complete the Work in accordance with the Contract Documents for the prices indicated on the Document 00420, Schedule of Bid Prices.
7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on the Schedule of Bid Prices, unit price shall govern.
8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Notice and Instruction to Bidders.
9. BIDDER certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization or corporation bidding on the work.

DOCUMENT 00410  
BID FORM

10. Provide the Bid Security in a separate sealed envelope and made a condition of this bid.
11. This Bid is submitted on \_\_\_\_\_, 2022.
12. State Contractors License No. \_\_\_\_\_
13. Complete the applicable item(s) listed below. If an "agent" of BIDDER submits this bid, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By \_\_\_\_\_  
(signature of individual) (type or print name)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Partnership

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature of general partner) (type or print name)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

\_\_\_\_\_  
(Signature of person authorized to sign) (type or print name)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

END OF DOCUMENT 00410

DOCUMENT 00420  
SCHEDULE OF BID PRICES

PROJECT: **Campground Shower House and Office Building**

BIDDER: \_\_\_\_\_

The bid price on this form must be stated in words and numerals. In case of discrepancy, words will take precedence. Submit prices for all items below.

BASE BID

Furnish and install all necessary construction work in accordance with the contract documents required for the **construction of a new Campground Shower House and Office Building**. The work will be performed for the lump sum of:

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

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OTTUMWA

DOCUMENT 00421 OTTUMWA PROPOSAL FORM  
CITY OF OTTUMWA, IOWA

NOTE: This form is the City of Ottumwa's specific bid form and must also be filled out for this project bid.

PROPOSAL FOR CAMPGROUND SHOWER HOUSE AND OFFICE BUILDING

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for the campground shower house and office building project and agrees to furnish said - construction for this project in accordance with those documents.

---

TOTAL CASH PRICE FOR PROJECT

---

WARRANTY, (as listed in the general conditions)

---

PROJECT MUST BE COMPLETED BY November 30, 2022

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City.

Local Preference: Ordinance 2937-2004 gives a 3% preference to vendors located within the corporate City limits on bids accepted by the City.

If my bid is accepted, the undersigned further agrees to enter into a contract for delivery of said project according to instructions as issued by the City and at the time requested.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**3011C21-  
OTTUMWA**

DOCUMENT 00430  
BID BOND

1. BID BOND

- A. Where it is provided in the Instructions to Bidders that the Bidder may submit a bid bond as the bid security, the Bidder may use AIA Document A310 "Bid Bond." AIA Document A310 is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects state office or from the Architect/Engineer at cost.

END OF DOCUMENT 00430.

00430-1

**3011C21-  
OTTUMWA**



DOCUMENT 00500  
AGREEMENT

1. AGREEMENT

- A. AIA Document A101 "Standard Form of Agreement between Owner and Contractor" where the basis of payment is a stipulated Sum (2007 Edition) forms the basis of the contract between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full force and effect.
- B. The attached Agreement form for the City of Ottumwa is also required to be executed by the Contractor.

END OF DOCUMENT 00500

DOCUMENT 00501  
OTTUMWA AGREEMENT FORM  
**CONTRACT**

This contract made and entered into in triplicate at Ottumwa, IA this \_\_\_\_ day of \_\_\_\_\_ by and between **CITY OF OTTUMWA, IA** hereinafter called the "OWNER" and \_\_\_\_\_ hereinafter called the "CONTRACTOR".

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: \_\_\_\_\_

In the following location to wit: \_\_\_\_\_

It is understood and agreed:

The "Owner" shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for no-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

Owner is exempt from Iowa State Sales Tax and the Local Option Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. The Owner shall issue a tax exemption certificate to the Contractor authorizing purchase of the materials for this work without payment of sales and local option tax. If any sub-contractor will be purchasing materials or equipment to be incorporated into this work, the Contractor shall request a tax exemption certificate from the Owner, which will authorize the sub-contractor to purchase such materials without paying the sales or local option taxes.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out, said payment to be made upon presentation of an invoice for aforesaid improvement.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner, in the amount of \$300,000. for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Bid form, Request for Bids, Work Required, and Specifications. Documents and your detailed proposal automatically become a part of the contract and to the same effect as if each of them has been set forth in complete detail herein.

Contractor shall, at the option of the Owner defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

IN WITNESS WHEREOF, this Contract has been executed in triplicate on the date first herein written.

**CITY OF OTTUMWA**

\_\_\_\_\_  
**Richard M. Johnson, Mayor**

ATTEST:

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

\_\_\_\_\_  
**Contractor**

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

Address: \_\_\_\_\_

\_\_\_\_\_

DOCUMENT 00611  
PERFORMANCE BOND

1. PERFORMANCE BOND

- A. AIA Document A312 "Performance Bond" is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full force and effect.

END OF DOCUMENT 00611

DOCUMENT 00612  
PAYMENTBOND

1. PAYMENT BOND

- A. AIA Document A312 "Payment Bond" is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full and extent.

END OF DOCUMENT 00612

00612-1

**3011C21-  
OTTUMWA**

DOCUMENT 00700  
GENERAL CONDITIONS

I GENERAL CONDITIONS

- A. AIA Document A201 "General Conditions of the Contract for Construction" (2007 Edition), is the General Conditions between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. The document can be purchased from the American Institute of Architects state office or obtained from the Architect/Engineer.

II SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00800, Supplementary Conditions, for amendments to these General Conditions.

END OF DOCUMENT 00700

00700-1

**3011C21-  
OTTUMWA**

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

The following supplements modify, "General Conditions of the Contract-for Construction", AIA Document A201 (2007 edition). Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1; GENERAL PROVISIONS

No supplements.

ARTICLE 2; OWNER

2. General

Add the following clause 2.1.1.1 to 2.1.1:

2.1.1.1 The Owner is: City of Ottumwa  
105 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501

2.2 Information and Services Required of the Owner

Delete Subparagraph 2.2.3 and substitute the following:

2.2.3 The Owner may furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the project, and a legal description of the site. The furnishing of this information does not make the Owner responsible for the accuracy of the information and it shall be the responsibility of the Contractor to satisfy himself relative to the accuracy and completeness of such information.

ARTICLE 3; CONTRACTOR

No supplements.

ARTICLE 4; ADMINISTRATION OF THE CONTRACT

4.1 Architect/Engineer

Delete Subparagraph 4.1.1 and substitute the following:

4.1.1 The "Architect" is to be defined for this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer", "Architect/Engineer", "Engineer/Architect" or "Authorized Representative" shall mean, "Architect" as defined above.

Add the following clause 4.1.1.1 to 4.1.1:

4.1.1.1 The Architect/Engineer is:

WILLETT HOFMANN & ASSOCIATES

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DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

625 32<sup>nd</sup> Avenue SW  
Cedar Rapids, Iowa 52404

ARTICLE 5; SUBCONTRACTORS

No supplements.

ARTICLE 6; CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplements.

ARTICLE 7; CHANGES IN THE WORK

7.2 Changes

Add the following Subparagraph 7.2.3 to Paragraph 7-2:

- 7.2.3 Forms used to process a change order will include AIA Document G701, Change Order.

ARTICLE 8; TIME

No supplements.

ARTICLE 9; PAYMENTS AND COMPLETION

9.3 Application for Payment

- 9.3.1 Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add the following Clause 9.3.1.3 to 9.3.1:

- 9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

9.10 Final Completion and Final Payment

Add the following Subparagraph 9.10.6 to Paragraph 9.10:

Final payment will be made not less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Subparagraphs 9.10.1 through 9.10.5.

Add the following paragraph 9.11 to Article 9:

9.11 Liquidated Damages

- 9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra cost for engineering or architectural services and construction services and related expenses necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial

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DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

Completion as required by the Agreement. Such costs are in no way a penalty, but represent additional expenses to the Owner caused by the Contractor's delay. **Substantial Completion is listed as November 30, 2022.**

- 9.11.2 For purposes of this project liquidated damages shall be assumed to be \$100/working day following the intended completion date designated in the contract.

ARTICLE 10; PROTECTION OF PERSONS AND PROPERTY

10.3 Hazardous Materials

Add the following Subparagraphs 10.3.4 to Paragraph 10.3.

- 10.3.4 No product containing asbestos or PCB shall be incorporated into the Work.

ARTICLE 11; INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

- 11.1.3 Add the following sentence to Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be ACORD Certificate of Insurance 25-S (7/90) with AIA Document G715 Supplemental Attachment for ACORD Certificate of Insurance 25-S (7/90).

Add the following Subparagraph to Paragraph 11.1.

- 11.1.4 The limits of liability and additional insured shall be as follows.

Workers' compensation shall be carried by the contractor in Accordance with the State workers' compensation statutes.

- 11.1.4.2 Commercial General Liability:  
\$1,000,000 general aggregate limit;  
\$1,000,000 products-completed operations aggregate limit;  
\$1,000,000 personal and advertising injury;  
\$1,000,000 each occurrence limit.

Commercial general liability shall be written on an "occurrence" form of coverage.

Commercial general liability insurance shall include coverage for the hazards of underground, explosion, and collapse.

- 11.1.4.5 Commercial general liability shall be written with an endorsement stating that the aggregate limits of insurance are on a "per project" basis.
- 11.1.4.6 Business automobile liability - including hired and non-owned automobile liability with \$1,000,000 per accident for bodily injury and property damage.
- 11-1.4.7 Excess/umbrella liability coverage shall be provided with limits of \$1,000,000 each occurrence,

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SUPPLEMENTARY CONDITIONS

\$1,000,000 products/completed operations aggregate,  
\$1,000,000 general aggregate.

Contractor shall name the Owner and the Architect/Engineer as additional insured on the commercial general liability and excess/umbrella liability policies for the contract involved. A policy, if requested, shall be filed with the Owner evidencing this coverage.

ARTICLE 12; UNCOVERING AND CORRECTION OF WORK

No supplements.

ARTICLE 13; MISCELLANEOUS PROVISIONS

Add the following paragraph.

13.8 Equal Opportunity

The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act and applicable similar State statutes. The Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

- 13.8.1.1 Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 13.8.1.2 Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;
- 13.8.1.3 Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;
- 13.8.1.4 Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by applicable statutes. A copy of the policies shall be provided to the Department upon request.
- 13.8.1.5 Require similar clauses in all of its subcontracts for service or materials.

END OF DOCUMENT 00800

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SECTION 01100  
SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Description:

This Project involves the construction of a new Campground Shower House and Office Building for the City of Ottumwa Parks Department, Ottumwa, Iowa. The building will be a nominal 1367 GSF block building including mechanical and electrical services, water and sanitary sewer plumbing, surface storm water drainage, and site improvements including concrete sidewalks.

1.02 WORK BY OWNER

A. The Owner may award contracts or undertake the supply and installation of materials and equipment that may be done concurrent with this construction.

B. Items also noted NIC (Not-In-Contract), will be supplied and installed by Owner.

C. The Owner may provide the miscellaneous equipment for installation in this project immediately upon occupancy. Coordinate with the Owner for these items.

1.03 OWNER SUPPLIED PRODUCTS

A. Owner's Responsibilities:

1. Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples, to Contractor.
2. Arrange and pay for Product delivery to site.
3. On delivery, inspect Products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:

1. Review Owner reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload Products at site; inspect for completeness or damage, jointly with Owner.
3. Handle, store, install and finish Products.
4. Repair or replace items damaged after receipt.

C. The following abbreviations are utilized in the Contract Documents:

1. OFOI - Owner Furnished Owner Installed.
2. OFCI - Owner Furnished Contractor Installed.

1.04 CONTRACTOR USE OF SITE AND PREMISES

A. Access to Site: Contractor's access to the areas can start immediately.

B. Site and Facility Egress must be kept open for the Owner during construction.

C. Construction Operations: Limited to areas noted on Drawings.

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SECTION 01100  
SUMMARY OF WORK

- D. Utility Outages and Shutdown: It is absolutely required that these be coordinated with Owner prior to implementation.

1.05 WORK SEQUENCE

- A. Construct Work in phases to accommodate Owner's site occupancy requirements during the construction period, coordinate construction schedule and operations with both the Owner and Architect/Engineer.

1.06 OWNER OCCUPANCY

- A. The Owner may occupy the existing site during the period of construction.
- B. Schedule the Work to accommodate this requirement.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01100

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Pre-construction Meeting
- C. Progress Meetings.
- D. Pre-installation Meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Contract Documents to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 PRECONSTRUCTION MEETING

- A. Owner and Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, Contractor, and major subcontractors (mechanical and electrical).
- C. Agenda:
  - 1. Distribution of Contract Documents.

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

2. Requirements and schedule for Contractor's submission of list of Subcontractors, list of Products, schedule of values, project schedule, bonds and insurance certificates.
3. Designation of responsible personnel representing the Owner, the Contractor, and the Architect/Engineer.
4. Review construction schedule:
  - Official contract start date
  - Substantial completion deadline
  - Final completion deadline
  - Critical dates during Construction
  - Equipment deliveries and priorities
  - Critical Work sequencing
5. Procedures and processing of
  - Field decisions
  - Shop Drawings
  - Product Data
  - Samples
  - Substitutions
  - Applications for payment
  - Change Orders
  - Contract close out
6. Use of premises by Owner and Contractor.
7. Requirements and procedures for testing.
8. Scheduling activities of a Geo-technical Engineer and other testing Personnel.
9. Survey and building layout.
10. Safety.
11. Security.
12. Contractor's field office.
13. Housekeeping.
14. Working hours.
15. Construction facilities and controls provided by Owner.
16. Temporary utilities provided by Owner.
17. Procedures for maintaining record documents.
18. Requirements for start-up of equipment.
19. Review and acceptance of equipment put into service during construction period.
20. Other items of discussion.

1 04      PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-weekly (every two weeks) intervals.
- B. Make arrangements for meetings and prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required Job superintendent, major Subcontractors and suppliers, Owner and Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.

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SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

4. Identification of problems that impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to work.

- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to each to the Architect/Engineer and Owner and other participants, and those affected by decisions made.

1.05 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a pre-installation meeting at work site prior to commencing work of the section.

- B. Require attendance of parties directly affecting, or affected by, work of the specific section.

- C. Notify Owner and Architect/Engineer four days in advance of meeting date.

- D. Prepare agenda and preside at meeting:

1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.
3. Review existing building conditions on the exterior and interior.

- E. Record minutes and distribute copies within two days after meeting to participants, with one copy each to Architect/Engineer, Owner, and other participants, and those affected by decisions made.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01310

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SECTION 01330  
SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal Procedures.
- B. Construction Progress Schedules.
- C. Proposed Products List.
- D. Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Manufactures' Installation Instructions.
- H. Manufacturers' Certificates.

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 or other form as decided during the pre-construction meeting.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or Supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Within 10 days after the Effective Date of the Agreement, submit a completed schedule of values, to the Architect/Engineer. Schedule submittals to expedite the project and deliver to Architect/Engineer Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed work.
- H. Provide space for Contractor and Architect/Engineer review stamps.
- I. Revise and re-submit, and identify changes made since previous submission.



SECTION 01330  
SUBMITTALS

- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float-dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.04 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit a Document 01330-A Proposed Products List listing of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.05 SHOP DRAWINGS

- A. Submit in the form of one reproducible transparency and one opaque reproduction.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01780 - CLOSEOUT SUBMITTALS.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.06 PRODUCT DATA

SECTION 01330  
SUBMITTALS

- A. Submit the number of copies that the Contractor requires, plus two copies that will be retained by the Architect/Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Provide Supplements to manufacturers' standard data that gives information unique to this Project.
- C. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review, distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01780 - CLOSEOUT SUBMITTALS.

1.07 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit finish samples from the full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Architect/Engineer.
- E. Reviewed samples that may be used in the Work are indicated in individual specification sections.

1.08 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.
- B. Submit two copies for information only.
- C. Indicate conflicts between manufacturers' instructions and the Contract Documents, special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.09 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer.

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SECTION 01330  
SUBMITTALS

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01330

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SECTION 01450  
QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality Assurance - Control of Installation.
- B. Tolerances.
- C. References.
- D. Mock-up
- E. Inspecting and Testing Laboratory Services.
- F. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. The Contractor is the inspector for the project. The Contractor shall review the work and verify that it is in conformance with the contract documents. Any work found not to be in conformance shall be corrected by the Contractor, so that it does conform. As a minimum, the Contractor shall reply, within 7 days of the discovery of work found not to be in conformance with the contract documents, with a written plan of the corrective action required to bring this work into conformance.

1.03 TOLERANCES

- A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

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SECTION 01450  
QUALITY CONTROL

- C. Adjust Products to appropriate dimensions and position before securing Products in place.

1.04

REFERENCES

- A. For Products or workmanship specified by association, trade, or other consensus standards comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, are date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards when required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Architect/Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05

MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment test, adjust, and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer shall be subject to approval of Architect/Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Architect/Engineer for information.

PART 2

PRODUCTS

NOT USED

PART 3

EXECUTION

NOT USED

END OF SECTION 01450

SECTION 01520  
CONSTRUCTION FACILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, ventilation, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access to site, progress cleaning, and loud construction work.

1.02 TEMPORARY ELECTRICITY

- A. Cost: By Owner; connect to Owner's existing power service. Do not disrupt Owner's need for continuous service. Owner will pay cost of energy used. Exercise measures to conserve energy.
- B. Provide temporary electric feeder from existing site electrical service at location as directed. Do not disrupt Owner's need for continuous service.
- C. Complement existing power service capacity and characteristics as required.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- E. Provide main service disconnect and over-current protection at convenient location.
- F. Permanent convenience receptacles may not be utilized during construction, except as approved by Owner's representatives.

1.03 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment where applicable. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.04 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations.
- B. Owner will pay cost of water used. Exercise measures to conserve water.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

1.05 TEMPORARY SANITARY FACILITIES

- A. Existing facility restrooms on the site may be used.

SECTION 01520  
CONSTRUCTION FACILITIES

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction staging areas to allow for Owner's use of site to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing adjacent areas of the building.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions as indicated to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.08 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.09 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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SECTION 01520  
CONSTRUCTION FACILITIES

- A. Remove temporary utilities, equipment, facilities, materials prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.12 SITE ACCESS: The contractor shall have continuous access on the site for material and personnel movement to the site. The contractor shall protect all existing facilities elsewhere on the site with blankets, boards, and other methods and as acceptable to the Owner. Remove all protective materials following completion of the project. Coordinate all parking and access routes and protective methods with the Owner prior to starting the work.

1.13 The contractor shall defer loud demolition work to hours either preceding or following normal business hours. Coordinate with the Owner's representative.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01520



SECTION 01610  
PRODUCT REQUIREMENTS

PART 1      GENERAL

1.01    SECTION INCLUDES

- A.    Products.
- B.    Transportation and Handling.
- C.    Storage and Protection.
- D.    Product Selection.
- E.    Product Options.
- F.    Substitutions.

1.02    PRODUCTS

- A.    Products: Means new material, machinery, components, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
- B.    Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C.    Provide interchangeable components of the same manufacturer, for components being replaced.

1.03    TRANSPORTATION AND HANDLING

- A.    Transport and handle Products in accordance with manufacturer's instructions.
- B.    Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C.    Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04    STORAGE AND PROTECTION

- A.    Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B.    Store sensitive products in weather-tight, climate-controlled enclosures.
- C.    Fabricated products, requiring exterior storage, shall be placed on sloped supports, above ground.
- D.    Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- E.    Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

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SECTION 01610  
PRODUCT REQUIREMENTS

- F. Store loose granular materials on solid flat surfaces in a well-drained area Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.05 PRODUCT SELECTION

- A. Provide products that comply with the requirements of the Contract Documents, that are undamaged and, unless otherwise noted, unused at the time of installation.
- B. Provide products complete with accessories, trim, finish, safety guards and other devices and details needed for the installation and for the intended use and effect.
- C. Standard Products: Provide standard products of types that have been produced and used successfully in similar conditions on other projects.
- D. Proprietary Specification Requirements: Where only a single product or manufacturer is named, or where "No Substitution" is indicated provide the product indicated. **No substitutions will be permitted.**
- E. Semi-Proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. **No substitutions will be permitted.**
- F. Where products are specified by name, accompanied by the term "or approved equivalent", comply with provisions for "Substitutions" to obtain approval for use of an unnamed product.
- G. Descriptive Specification Requirements: Where Specifications describe products, listing characteristics required, without use of a brand name, furnish a product that provides the characteristics and otherwise complies with requirements.
- H. Performance Specification Requirements: Where Specifications stipulate compliance with performance requirements, provide products that comply and are recommended for the application. Manufacturer's recommendations may be contained in product literature, or by certification of performance.
- I. Visual Selection: Where requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, provide a product that complies with designated requirements. The Architect/Engineer will select color, pattern, and texture from the approved product line.
- J. Compliance with Standards: Where Specifications require compliance with a standard, select a product that complies with the standard specified.
- K. Visual Matching: Where Specifications require matching a sample, the Architect/Engineer's decision on whether a proposed product matched will be final. Where no product matches and complies with other requirements, comply with provisions for "Product Substitutions" for selection of a matching product in another category.

1.06 PRODUCT OPTIONS

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SECTION 01610  
PRODUCT REQUIREMENTS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a revision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following Article.

1.07 SUBSTITUTIONS

- A. Request for substitutions shall be governed by applicable provisions of the General Conditions and the Supplementary Conditions, in accordance with the stipulations specified governing Product Selection, and as specified.
- B. Request for changes in products, materials, equipment and methods of construction required by Contract Documents, proposed by the Contractor after award of the Contract, are considered requests for "Substitutions." The following are not considered substitutions:
  - 1. Substitutions requested by bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to Contract Documents request by the Owner or Architect/Engineer
  - 3. Specified options of products and construction methods included in Contract Documents.
  - 4. The Contractor's compliance with governing regulations and orders issued by governing authorities.
- C. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect/Engineer.
- D. Submit 3 copies of each request for substitution for consideration using the following Document 01610-A, Product Substitution Request. Submit request in the form and in accordance with procedures required for Change Order proposals.
- E. Provide data including the product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request (including applicable UL and FM approval data) and identify the applicable portions of such data. Include related Project Specification Sections and Drawing numbers. Provide documentation showing compliance with the requirements for substitutions, and the following information, as appropriate and applicable:
  - 1. Proposed changes are in keeping with the general intent of Contract Documents.
  - 2. Request is timely, documented and properly submitted.
  - 3. Request is directly related to an "or approved equivalent" clause or similar language in the Contract Documents.
  - 4. Specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the specified product or method cannot be provided because of the Contractor's failure to pursue the Work promptly or coordinate activities properly.

SECTION 01610  
PRODUCT REQUIREMENTS

5. Specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect/Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
7. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and the Contractor certifies that the substitution will overcome the incompatibility.
8. Specified product or method of construction cannot be coordinated with other materials, and the Contractor certifies that the proposed substitution can be coordinated.
9. Specified product or method of construction cannot provide a warranty required by the Contract Documents, and the Contractor certifies that the proposed substitution will provide the required warranty.

F. The Contractor's submittal and Architect/Engineer's review of Shop Drawings, Product Data or Samples that relate to construction activities-not complying with the Contract Documents do not, of themselves, constitute an acceptable or valid request for substitution, and the Architect/Engineer's action does not constitute approval of a substitution not otherwise properly requested.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01610

SECTION 01700  
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Contractor:
1. Submit written certification to Architect that project, or designated portion of project, is substantially complete.
  2. Submit list of major items to be completed or corrected.
- B. Architect will make an observation within seven days after receipt of certification together with Owner's representative.
- C. Should Architect consider that work is substantially complete:
1. Architect shall prepare an amended list of items to be completed or corrected as determined by the inspection.
  2. Architect will prepare and issue a Certificate of Substantial Completion containing:
    - a. Date of substantial completion.
    - b. Amended list of items to be completed or corrected.
    - c. Time schedule to complete or correct work.
    - d. Time and date Owner will assume possession of work or designated portion thereof.
    - e. Signatures of:
      - (1) Architect.
      - (2) Contractor.
      - (3) Owner.
- D. Should Architect consider that work is not substantially complete:
1. Architect shall notify Contractor in writing stating reasons.
  2. Contractor shall complete work and send second written notice to Architect certifying that project, or designated portion of project, is substantially complete.
  3. Architect will re-observe work.

1.02 FINAL INSPECTION

- A. Contractor shall submit written certification that:
1. Contract documents have been reviewed.
  2. Project has been inspected for compliance with contract documents.

SECTION 01700  
PROJECT CLOSEOUT

3. Work has been completed in accordance with contract documents.
  4. Equipment and systems have been tested in the presence of Owner's representative and are operational.
  5. Project is completed and ready for final inspection.
- B. Architect will make final observation within seven days after receipt of certification.
- C. Should Architect consider that work is finally complete in accordance with requirements of contract documents, he shall request Contractor to make project closeout submittals.
- D. Should Architect consider that work is still not finally complete:
1. He shall notify Contractor in writing stating reasons.
  2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Architect certifying that work is complete.
  3. Architect will re-observe work.
- 1.03 RE-OBSERVATION COSTS
- A. Should Architect be required to perform second observation because of failure of work to comply with original certifications of Contractor, Owner will compensate Architect for additional services and deduct amount paid from final payment to Contractor.
- 1.04 CLOSEOUT SUBMITTALS
- A. Project record documents: Provide one set of marked-up documents showing any changes from original design done during construction.
- B. Guarantees and Bonds specified in General Conditions.
- 1.05 INSTRUCTION
- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.
- 1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS
- A. Submit the following documents before final payment is made:
1. Contractor's release or waiver of liens.
  2. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties.
- B. All submittals shall be duly executed before delivery to Architect.
- 1.07 FINAL APPLICATION FOR PAYMENT

SECTION 01700  
PROJECT CLOSEOUT

- A. Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions.
- B. Architect will issue final certificate in accordance with provisions of General Conditions.
- C. Should final completion be materially delayed through no fault of Contractor, Architect may issue a Semi-final Certificate of Payment, in accordance with provisions of General Conditions.

1.08 POST-CONSTRUCTION OBSERVATION

- A. Prior to expiration of one year from date of substantial completion, Architect may make visual observation of project in company with Owner and Contractor to determine whether correction of work is required in accordance with provisions of General Conditions.
- B. For guarantees beyond one year, Architect will make observations at request of Owner after notification to Contractor.
- C. Architect will promptly notify Contractor in writing of any observed deficiencies.

END OF SECTION 01700

SECTION 01732  
CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for cutting and patching.

1.02 SUBMITTALS

- A. Submit written request in advance of cutting or altering elements which affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance or safety of element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate Contractor.

1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety-related components in a manner that would result in reducing their capacity to perform as intended, or results in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect/Engineer's judgment, reduce the building's aesthetic qualities or result in visual evidence of cutting or patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will be equivalent to or surpass that of existing materials.

PART 3 EXECUTION

3.01 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching, to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

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SECTION 01732  
CUTTING AND PATCHING

- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cut existing construction only where required to provide for installation of other components or performance of other construction activities, and perform the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Execute cutting, fitting and patching including excavation and fill to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods which will avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new Products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; seal voids.
- I. Identify any hazardous substance or condition exposed during the Work to the Architect/Engineer for decision or remedy.
- J. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- K. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken portion containing the patch, after the patched area has received primer and second coat.

3.04 CLEANING

- A. Clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and items of similar nature. Clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01732

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01732-2

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Apr 19, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 114-2022: A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 4 IN OTTUMWA AIRPORT SUBDIVISION NO. 4, WAPELLO COUNTY, IOWA TO SCHROEDER G. PROPERTIES, LLC FOR THE SUM OF \$37,000.00

\*\*\*\*\*

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

RECOMMENDATION: Open public hearing,  
Receive public comments,  
Close public hearing,  
Pass and adopt Resolution No. 114-2022.

DISCUSSION: Schroeder G. Properties has offered to purchase Lot 4 of Ottumwa Airport Subdivision 4 for the appraised price of \$37,000. The City has obtained a deed of release from FAA authorizing the sale of this property. The sale will permit the buyer to expand their graphics/sign business. New airport development will generate new airport fees to support the airport as well as new jobs and other economic development benefits.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 114-2022

**A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 4  
IN OTTUMWA AIRPORT SUBDIVISION NO. 4, WAPELLO COUNTY, IOWA TO  
SCHROEDER G. PROPERTIES, LLC FOR THE SUM OF \$37,000.00**

WHEREAS, the City is the present title holder to real property situated in Wapello County, State of Iowa, legally described as follows

Lot 4 of Ottumwa Airport Subdivision No. 4, which is a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, and is more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence South 00°20'00" East 907.18 feet along the East line of said NE 1/4 Section 26; thence South 89°41'30" West 80.04 feet to the West right-of-way line of the existing public roadway known as Airport Road; thence South 00°20'57" East 508.00 feet along said West right-of-way line to the Northeast corner of said Lot 4 of Ottumwa Airport Subdivision No. 4 and the Point of Beginning; thence South 00°20'57" East 300.22 feet along the East line of said Lot 4 to the Southeast corner thereof; thence South 89°37'00" West 399.93 feet along the South line of said Lot 4; thence North 01°04'37" East 17.31 feet along said South line; thence South 89°37'01" West 258.36 feet along said South line to the Southwest corner of said Lot 4; thence North 00°23'04" West 62.90 feet along the West line of said Lot 4; thence South 89°35'51" West 14.45 feet along said West line; thence North 00°17'58" East 220.90 feet along said West line to the Northwest corner of said Lot 4; thence North 89°41'29" East 672.16 feet along the North line of said Lot 4 to the Point of Beginning, containing 4.51 acres.

WHEREAS, pursuant to Resolution No. 94-2022 approved, passed and adopted April 5, 2022 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Schroeder G. Properties, LLC for an offered price of \$37,000.00; and

WHEREAS, a Public Hearing on the transfer of said property was held on April 19, 2022; and

WHEREAS, the transfer of the property will be subject to the Real Estate Purchase Agreement and an Aviation Easement.

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

The offer received from Schroeder G Properties, LLC in the amount of \$37,000.00 be and it is hereby accepted and the sale of property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate Real Estate Purchase Agreement, deed and other necessary documents on behalf of the city conveying said property.


APPROVED, PASSED, AND ADOPTED this 19<sup>th</sup> day of April 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson  
Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard  
Christina Reinhard, City Clerk



## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF OTTUMWA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapter 364 of the Code of Iowa, 2021, as amended, and SCHROEDER G PROPERTIES, L.L.C., an Iowa limited liability company (the "Buyer").

**1. PROPERTY.** The City hereby agrees to sell, and the Buyer agrees to buy, the real property legally described as follows:

Lot 4 of Ottumwa Airport Subdivision No. 4, which is a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, and is more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence South 00°20'00" East 907.18 feet along the East line of said NE 1/4 Section 26; thence South 89°41'30" West 80.04 feet to the West right-of-way line of the existing public roadway known as Airport Road; thence South 00°20'57" East 508.00 feet along said West right-of-way line to the Northeast corner of said Lot 4 of Ottumwa Airport Subdivision No. 4 and the Point of Beginning; thence South 00°20'57" East 300.22 feet along the East line of said Lot 4 to the Southeast corner thereof; thence South 89°37'00" West 399.93 feet along the South line of said Lot 4; thence North 01°04'37" East 17.31 feet along said South line; thence South 89°37'01" West 258.36 feet along said South line to the Southwest corner of said Lot 4; thence North 00°23'04" West 62.90 feet along the West line of said Lot 4; thence South 89°35'51" West 14.45 feet along said West line; thence North 00°17'58" East 220.90 feet along said West line to the Northwest corner of said Lot 4; thence North 89°41'29" East 672.16 feet along the North line of said Lot 4 to the Point of Beginning, containing 4.51 acres.

subject to any (i) zoning restrictions, (ii) appurtenant servient estates, (iii) easements and restrictive covenants currently of record, and (iv) subject to the avigation easement attached hereto as Exhibit A, to be executed by Buyer in favor of the City prior to Closing (the "Property").

**2. PURCHASE PRICE.** The Purchase Price shall be Thirty-Seven Thousand Dollars (\$37,000) (the "Purchase Price"). The Buyer shall pay the Purchase Price as follows: (i) \$1,000 as an earnest money deposit ("Deposit") upon acceptance of this offer to be payable to and held in trust by Ahlers & Cooney, P.C., and (ii) the balance of the Purchase Price paid by cashier's check or wire transfer at the time of closing with proper adjustments as may be provided in this Agreement.

**3. CLOSING AND POSSESSION.** The closing of the purchase transaction herein, shall occur on or before May 18, 2022, or such other date as the parties herein mutually agree in writing (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to

Buyer on the Closing Date. Any adjustments of rent, insurance, taxes, interest and all charges attributable to City's possession shall be made as of the Closing Date. Subject to prorations and credits as set forth herein, Buyer shall pay the Purchase Price to the City at the Closing. The transfer shall be considered closed upon the delivery to Buyer of a duly executed special warranty deed ("Deed") conveying to Buyer good and merchantable fee simple title to the Property in a form reasonably acceptable to Buyer, and the filing of all title transfer documents ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

**4. CONDITIONS TO CLOSING.** City's obligation to transfer title and possession of the Property to Buyer at Closing shall be subject to satisfaction of the following conditions precedent:

- a. The Buyer is in material compliance with all of the terms of this Agreement at the time of Closing.
- b. The City has completed all necessary legislative municipal processes to authorize transfer of the Property to the Buyer, including but not limited to the process required by Iowa Code Section 364.7.
- c. The Buyer has executed the avigation easement attached hereto as Exhibit A and provided the executed easement to the City, to be recorded by the City at Closing.

**5. ABSTRACT AND TITLE.** The City, at its expense, shall provide an abstract of title for the Property continued through the date of this Agreement. Such abstract shall be delivered to an attorney of Buyer's choosing for a title opinion for Buyer. Such abstract of title shall show merchantable title in the City in conformity with this Agreement, the land title laws of the State of Iowa and the Iowa Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyer when the Purchase Price is paid in full. The City shall pay the costs of additional abstracting and/or title work to establish merchantable title in the City.

**6. CLOSING COSTS.** At Closing, the City shall pay all settlement fees, all abstracting costs, all document preparation fees, transfer taxes, and recording fees necessary to cure title, and other fees and expenses normally attributable to sellers of real estate in Iowa and incidental to the City's sale of the Property, and other such expenses as set forth in the Agreement. At Closing, Buyer shall pay recording fees in connection with the Deed, and other fees and expenses normally attributable to buyers of real estate in Iowa and incidental to the Buyer's purchase of the Property. Each party shall be responsible for paying its own attorney fees.

**7. USE OF PURCHASE PRICE.** The parties agree that at time of settlement, funds of the Purchase Price may be used to pay taxes, other liens, and to acquire outstanding interests, if any, prior to the proceeds being paid to the City.

**8. REAL ESTATE TAXES.**

a. The City shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, if any, including any unpaid real estate taxes for any prior years.

b. The City shall pay its pro-rated share, based upon the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs, which are due and payable in the subsequent fiscal year, if any. If there is such a proration, then the Buyer shall be given a credit for such proration at Closing based upon the last known actual real estate taxes payable according to the public record.

c. Buyer (or its permitted successors, assigns, or transferees) shall pay or cause to be paid, when due, all real property taxes payable with respect to all and any parts of the Property acquired and owned by it for periods subsequent to Closing.

**9. SPECIAL ASSESSMENTS AND OTHER FEES AGAINST PROPERTY.** The City shall pay in full all special assessments that are certified as liens against the Property on the public record at Closing, if any. Any preliminary or deficiency assessments which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the City. All charges for solid waste removal, sewage and assessments for maintenance that are attributable to the City's possession of the Property shall be paid by the City.

**10. CONDITION OF PROPERTY; INSPECTION.**

a. Environmental Matters. The Buyer agrees to take the Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Property. The City and Buyer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Property for Buyer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Property. Notwithstanding anything herein to the contrary, Buyer hereby waives all claims against the City as to the condition of the Property. Buyer agrees to indemnify, release, defend, and hold harmless the City for all claims, damages, or costs relating to the Property that arise after the date of Closing. This Section shall survive the Closing.

b. Included Property. Included with the Property shall be all buildings, structures, improvements, and fixtures that integrally belong to, are specifically adapted to, or are a part of the Property, whether attached or detached.

c. Private Sewage Disposal System. The City represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

d. Indemnification for Buyer's Entry onto Property. At City's request, any entry by Buyer on to the Property shall be performed in the presence of City's representatives. Buyer hereby agrees to protect, indemnify, defend, and hold harmless the City from and against any and all claims, loss, liabilities, damages, costs or expenses, including reasonable attorney fees, incurred

by the City from any damage to persons or the Property or any violation of law arising from Buyer's exercise of the right to enter the Property to conduct any tests or inspections prior to Closing and from any mechanic's lien arising from such work. Buyer acknowledges and agrees that any study, investigation and/or examination conducted by Buyer or Buyer's agents and representatives shall be solely at the risk of Buyer. Buyer shall restore any damage to the Property occurring in connection with Buyer's entry, testing or inspections to its original condition following any such entry, testing or inspections. Neither Buyer's right to inspect the Premises nor the results thereof shall in any way limit, diminish or modify the City's warranties and representations as set forth herein. All of the obligations of Buyer and City under this paragraph shall survive Closing or the termination of this Agreement.

#### **11. DISCLAIMER OF WARRANTIES.**

a. No Reliance. Buyer acknowledges and agrees that (a) any environmental, engineering or other third party report with respect to the Property which is delivered by City to Buyer, if any, shall be for general informational purposes only, (b) Buyer shall not have any right to rely on any such report delivered by City to Buyer, but rather will rely on its own inspections and investigations of the Property and reports commissioned by Buyer with respect thereto, and (c) neither the City, any affiliate of the City, nor the person or entity which prepared any such report delivered by the City to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report.

b. Disclaimers. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT THE CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LEASING, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, OR THE COMPLIANCE OF THE PROPERTY WITH LAWS. BUYER ACKNOWLEDGES AND AGREES THAT AT THE CLOSING, THE CITY SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND THE CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY THE CITY, OR THE CITY'S OFFICERS, EMPLOYEES, AND AGENTS, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. BUYER REPRESENTS TO THE CITY THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY. AT THE CLOSING, BUYER SHALL BE DEEMED



TO HAVE WAIVED, RELINQUISHED AND RELEASED THE CITY (AND CITY'S OFFICERS, EMPLOYEES, AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE CITY (AND CITY'S OFFICERS, EMPLOYEES, AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

c. Effect and Survival of Disclaimers. The City and Buyer acknowledge that the compensation to be paid to the City for the Property takes into account that the Property is being sold subject to the provisions of this Article. The City and Buyer agree that the provisions of this Article shall survive Closing.

**12. RISK OF LOSS AND INSURANCE.** The City shall bear the risk of loss or damage to the Property prior to Closing or Possession, whichever first occurs. The City shall maintain any existing insurance carried by the City on the Property until Closing. Buyer may, at its election, seek additional insurance on the Property. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the Closing and receive the insurance proceeds payable under City's and Buyer's insurance policies regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

**13. SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, the City shall pay the costs thereof. Buyer may, at Buyer's expense prior to Closing, have the Property surveyed and certified by a Registered Land Surveyor. If any survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

**14. REMEDIES OF THE PARTIES.**

a. If Buyer fails to timely perform this Agreement, the City may forfeit it as provided in the Iowa Code and the Deposit and all other payments made by Buyer shall be forfeited.

b. If the City fails to timely perform this Agreement, Buyer has the right to terminate this Agreement and have the Deposit returned to them.

c. Buyer and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

**15. NOTICE.** Any notice required or permitted under this Agreement shall be deemed

given when it is received in writing by hand delivery, overnight express delivery or certified mail, postage prepaid, return receipt, addressed to the other party at the address listed below, or at such other address or to such other person as such party designates by a written notice to the other party.

If to Seller:

City of Ottumwa, Iowa  
c/o City Clerk  
105 E. Third St.  
Ottumwa, IA 52501

If to Buyer:

Schroeder G. Properties, L.L.C.  
2512 Clearview St.  
Ottumwa, IA 52501

**16. GENERAL PROVISIONS.**

a. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

b. Neither party shall have the right to assign this Agreement without the prior written consent of the other party. This Agreement shall apply to and bind the successors in interest of the parties.

c. The respective agreements, duties, warranties, and representations of the parties hereunder shall survive Closing and shall not be merged into the Deed or any other agreement or document, unless otherwise specifically agreed, in writing, by the parties.

d. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by the City and Buyer.

e. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement.

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

g. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties, by their execution of this Agreement, submit to the jurisdiction of the courts of the State of Iowa.

h. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

i. This Agreement reflects the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

**17. NO REAL ESTATE AGENT OR BROKER.** The City and Buyer each represent

and warrant to the other that no brokerage commission, finder's fee, or other compensation is due and payable hereunder. The City and Buyer each represent that it knows of no other fee, commission, or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated herein. The City and Buyer each, one to the other, indemnify, protect, defend, and hold the other harmless from and against all losses, claims, costs, expenses, and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming by, through or under the acts or agreements of the indemnifying party. The warranties and obligations of the parties pursuant to this paragraph shall survive the termination of this Agreement and the Closing.

**18. CERTIFICATION.** Buyer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. To the extent allowed by law, each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

**19. CONFLICT OF INTEREST.** The Buyer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Property or this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Property or this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Buyer's acquisition of the Property or this Agreement, or in any activity, or benefit therefrom, which is part of the Buyer's acquisition of the Property or this Agreement at any time during or after such person's tenure.

**20. FURTHER ASSURANCES.** At or after Closing, the parties shall prepare, execute and deliver, at their respective expense, such additional instruments and other documents and shall take or cause to be taken such other action as is reasonably requested by the other party at any time or from time to time in order to effectuate and comply with all the terms of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Buyer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

*[Remainder of page intentionally left blank; Signature pages follow]*



(SEAL)

CITY OF OTTUMWA, IOWA

By Richard W. Johnson  
Richard Johnson, Mayor

ATTEST:

By: Christina Reinhard  
Christina Reinhard, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

On this 19<sup>th</sup> day of April, 2022, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King  
Notary Public in and for the State of Iowa



*[Signature page to Purchase Agreement – City of Ottumwa]*

SCHROEDER G. PROPERTIES, L.L.C.,  
an Iowa limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ of Schroeder G. Properties, L.L.C., and that said instrument was signed on behalf of said limited liability company; and said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

*[Signature page to Purchase Agreement – Buyer]*

EXHIBIT A  
AVIGATION EASEMENT

[See following pages]

---

**Type of Document:** SURFACE AND OVERHEAD AVIGATION EASEMENT

**Return Document to:** City of Ottumwa  
City Clerk  
105 East 3<sup>rd</sup> Street  
Ottumwa, IA 52501

**Preparer Information:** Kristine Stone  
Ahlers & Cooney, P.C.  
100 Court Ave., Ste. #600  
Des Moines, IA 50309  
(515) 243-7611

**Taxpayer Information:** N/A

**GRANTORS:** Schroeder G. Properties, L.L.C.

**GRANTEES:** City of Ottumwa, Iowa

**LEGAL DESCRIPTION:** See Page 2

**PREVIOUSLY RECORDED DOCUMENTS:** N/A

## SURFACE AND OVERHEAD AVIGATION EASEMENT

WHEREAS, SCHROEDER G. PROPERTIES, L.L.C., an Iowa limited liability company, hereinafter called the "Grantors" or "Property Owners," are the fee owners of the following specifically described parcel of land situated in the City of Ottumwa, Wapello County, Iowa, hereinafter called "Easement Area":

Lot 4 of Ottumwa Airport Subdivision No. 4, which is a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, and is more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence South 00°20'00" East 907.18 feet along the East line of said NE 1/4 Section 26; thence South 89°41'30" West 80.04 feet to the West right-of-way line of the existing public roadway known as Airport Road; thence South 00°20'57" East 508.00 feet along said West right-of-way line to the Northeast corner of said Lot 4 of Ottumwa Airport Subdivision No. 4 and the Point of Beginning; thence South 00°20'57" East 300.22 feet along the East line of said Lot 4 to the Southeast corner thereof; thence South 89°37'00" West 399.93 feet along the South line of said Lot 4; thence North 01°04'37" East 17.31 feet along said South line; thence South 89°37'01" West 258.36 feet along said South line to the Southwest corner of said Lot 4; thence North 00°23'04" West 62.90 feet along the West line of said Lot 4; thence South 89°35'51" West 14.45 feet along said West line; thence North 00°17'58" East 220.90 feet along said West line to the Northwest corner of said Lot 4; thence North 89°41'29" East 672.16 feet along the North line of said Lot 4 to the Point of Beginning, containing 4.51 acres.

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns do hereby grant to the CITY OF OTTUMWA, IOWA, hereinafter called the "Grantee" or "City," a permanent easement above, over and across the surface of the Easement Area for the use and benefit of the public (the "Easement"), pursuant to the terms and conditions of this Easement Agreement.

1. The Ottumwa Regional Airport - Ottumwa, Iowa, as a division of the City, has a perpetual right of ingress/egress in the Easement Area for the purposes of removing any new structure or vegetation in the Easement Area that either the City or the Federal Aviation Administration (the "FAA") deems to be an obstruction of airspace. Prior to exercising the right of entry, the City shall provide the Property Owners with notice of the obstruction and an opportunity to remove it. If the Property Owners fail to remove the obstruction, the City will provide the Property Owners notice of the date on which the City intends to exercise its right to enter the Easement Area and remove the obstruction.



2. This Easement is granted for the purposes of permitting the unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the Easement Area.
3. This Easement grants the rights of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of Ottumwa Regional Airport- Ottumwa, Iowa.
4. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.
5. Property Owners will not construct, erect, suffer to permit or allow any structure or trees on the surface of the Easement Area which now extends, or which may at any time in the future extend, into the airspace above the Easement Area to an elevation exceeding the elevation prescribed in Code of Federal Regulations Part 77 surfaces, 14 Code of Federal Regulations Chapter 1, as currently in effect and as the same may, from time to time, be amended, modified, superseded or replaced, whichever is greater. In the event that the Grantor permits or suffers to remain upon the aforesaid Easement Area over which said easement and right-of-way is situated any obstruction as defined above, the City shall have the right, at its sole option after giving five (5) days prior notice to the Grantor, to remove any such obstruction or to mark and light any such obstruction, and to use any and all means necessary to effectuate said right. The Grantor hereby grants to the City a perpetual easement for ingress to and egress from the Easement Area for the purpose of inspecting and/or measuring to determine the existence of any such obstruction and for the purpose of exercising its above stated right to remove any such obstruction or to mark and light any such obstruction.
6. Property Owners may not permit any places of public assembly or gatherings within the Easement Area. (Examples: churches, schools, day care facilities, hospitals, restaurants, stadiums, office buildings, etc.) Ordinary social gatherings are not prohibited in the Easement Area.
7. Property Owners agree to keep the Easement Area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights, residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the Easement Area.
8. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantors and on Grantors' heirs, successors, and assigns. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
9. Grantors do hereby covenant with the City that Grantors have good and lawful authority to convey this Easement.

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

**GRANTOR: Schroeder G. Properties, L.L.C.**

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

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

STATE OF IOWA, COUNTY OF WAPELLO, ss:

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who, being by me duly sworn, did say that they are the \_\_\_\_\_ of Schroeder G. Properties, L.L.C., and that said instrument was signed on behalf of said limited liability company; and said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
Signature of Notary Public

**ACCEPTANCE BY CITY**

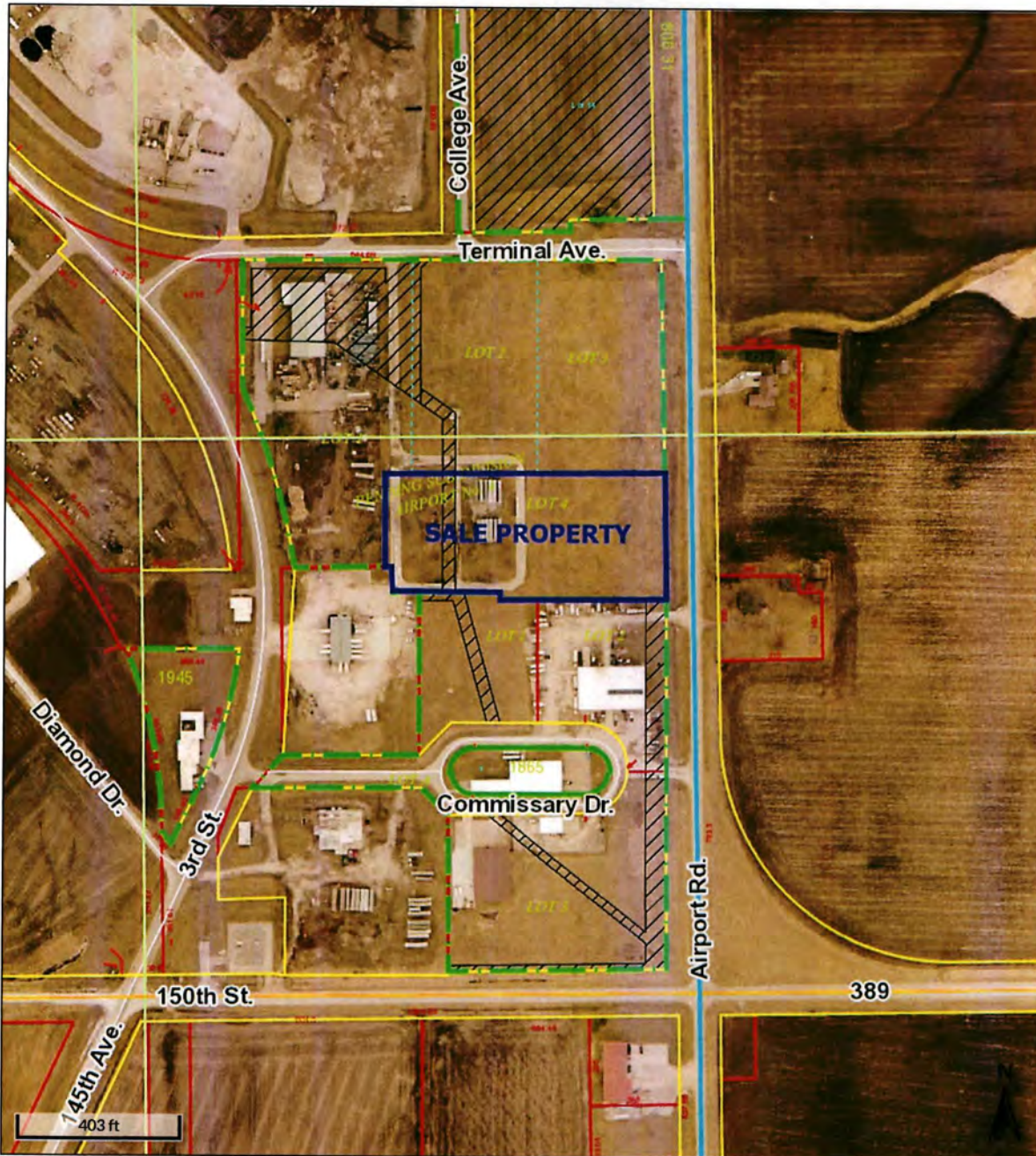
STATE OF IOWA, COUNTY OF WAPELLO, ss:

I, \_\_\_\_\_, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ottumwa by Resolution No. \_\_\_\_\_ passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority contained in said Resolution.

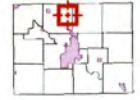
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk of Ottumwa, Iowa

02023159-2\10981-1000



Overview



Legend

- Easements
- Lots
- Parcels
- <blank>
- <blank>
- Subdivisions
- City Limits
- Lot Symbols
- Misc Symbols
- Parcel Symbols
- Road Symbols
- Right-of-Way Line
- Roads
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Date created: 4/14/2022  
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Developed by Schneider  
 GEOSPATIAL

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: **ORDINANCE NO. 3195-2022: AN ORDINANCE APPROVING THE VACATION OF A PYLON SIGN EASEMENT**

\*\*\*\*\*

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

RECOMMENDATION: Open public hearing,  
Receive public comments,  
Close public hearing,  
Waive additional readings, pass and adopt Ordinance No.  
3195-2022.

DISCUSSION: This ordinance vacates a pylon sign easement located on Outlot 1 of the Horne Subdivision. The 12' by 25' easement was included in the adopted plat for the subdivision on Venture Dr. to provide a pylon sign for Walmart. Walmart ultimately located the sign elsewhere and the easement is unused. The vacation is request as part of developing a new \$1 million car wash development on the site.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

**ORDINANCE NO. 3195-2022**

**AN ORDINANCE APPROVING THE VACATION OF A PYLON SIGN  
EASEMENT**

WHEREAS, Iowa Code Sec. 364.12(2)(a) provides that public grounds may be vacated by ordinance, after publication of notice thereof; and

WHEREAS, the City of Ottumwa wishes to vacate a pylon sign easement that is no longer needed; and

WHEREAS, notice has been published and a public hearing has been held regarding this vacation.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Ottumwa, Iowa:

**SECTION 1: EASEMENT VACATION.** The vacation of the following pylon sign easement is hereby approved:

12' x 25' Easement for Wal-Mart Pylon Sign, located on Outlot 1, HORNE SUBDIVISION, an Official Plat, now included in and forming a part of the City of Ottumwa, Wapello County, Iowa, as reflected on the subdivision plat filed June 28, 2002, in Book 10-H, Page 97 of the Wapello County Recorder's Office.

The Mayor and City Clerk are authorized to sign the easement vacation document.

**SECTION 2: REPEALER.** All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 3: SEVERABILITY CLAUSE.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

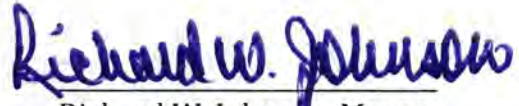
**SECTION 4: WHEN EFFECTIVE.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

First Reading:            April 19, 2022

Second Reading:        Waived

Third Reading:           Waived

Passed and adopted this 19 day of April, 2022.

  
Richard W. Johnson, Mayor

ATTEST:



City Clerk

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the 19 day of April, 2022 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Prepared by: Kristine Stone, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: Chris Reinhard, City Clerk, City Hall, 105 E. Third Street, Ottumwa, Iowa 5250

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**VACATION OF EASEMENT**

STATE OF IOWA                    )  
  )ss  
COUNTY OF WAPELLO        )

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the undersigned, City of Ottumwa, Wapello County, Iowa, does hereby vacate any and all rights previously granted, if any, in and to the 12' x 25' Easement for Wal-Mart Pylon Sign, located on Outlot 1, HORNE SUBDIVISION, an Official Plat, now included in and forming a part of the City of Ottumwa, Wapello County, Iowa, as reflected on the subdivision plat filed June 28, 2002, in Book 10-H, Page 97 of the Wapello County Recorder's Office.

This Vacation of Easement is dated the 19 day of April, 2022.

**CITY OF OTTUMWA, IOWA**

By: Richard W. Johnson  
Mayor

By: Christi Reinhard  
City Clerk

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson and Chris Reinhard, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of **Ottumwa, Wapello** County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. \_\_\_\_\_, passed by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022, and Tom Lazio and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

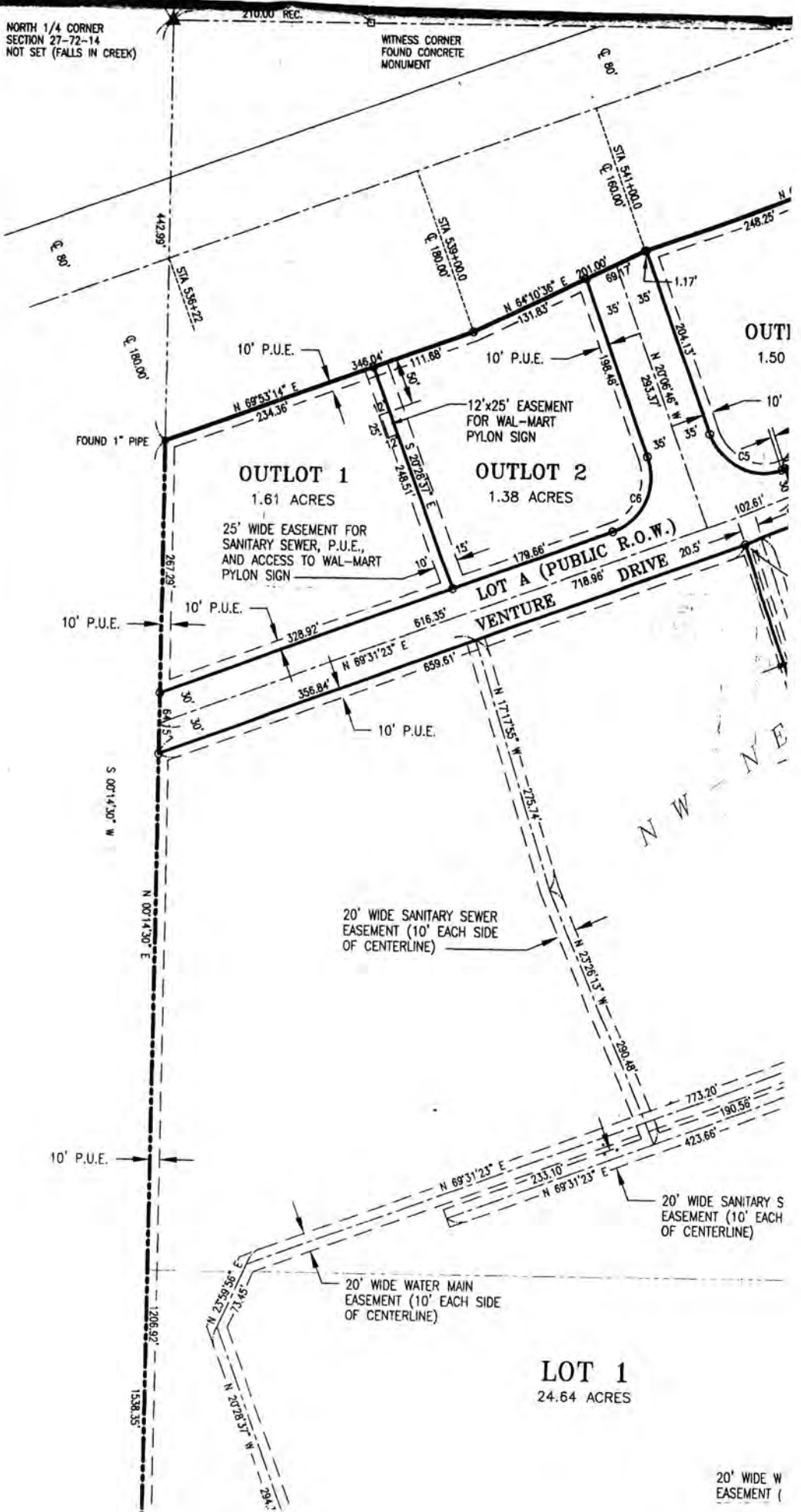
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NOTARY PUBLIC – STATE OF IOWA



NORTH 1/4 CORNER  
SECTION 27-72-14  
NOT SET (FALLS IN CREEK)

WITNESS CORNER  
FOUND CONCRETE  
MONUMENT



OUTLOT 1.50

LOT 1  
24.64 ACRES

20' WIDE W  
EASEMENT (

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

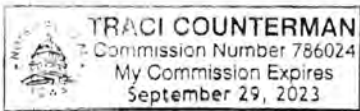
Proposed Vacation of a Pylon Sign Easement  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/7/22

Subscribed and sworn to before me, and in my presence, by the said 7th day of April, 2022



Notary Public

In and for Wapello County

Printer's fee \$16.17

## COPY OF ADVERTISEMENT

### NOTICE OF PUBLIC HEARING ON PROPOSED VACATION OF A PYLON SIGN EASEMENT

Public Notice is hereby given that at 5:30 P.M. on April 19, 2022, the City Council of the City of Ottumwa will, in the Council Chambers, City Hall, 105 E. Third Street, Ottumwa, Iowa, hold a public hearing whereat said City Council shall consider the vacation of the following pylon sign easement: 12' x 25' Easement for Wal-Mart Pylon Sign, located on Outlot 1, HORNE SUBDIVISION, an Official Plat, now included in and forming a part of the City of Ottumwa, Wapello County, Iowa, as reflected on the subdivision plat filed June 28, 2002, in Book 10-H, Page 97 of the Wapello County Recorder's Office. At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed vacation. After the public hearing, the Council may make a final determination on the vacation of the easement or the Council may defer action on the matter until a subsequent meeting.

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

Christina Reinhard *CJR*  
Prepared By

Administration  
Department

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

*Philip Rath*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 110-2022 Approving the Employment Agreement for the City Administrator for Ottumwa, Iowa and Authorizing the Mayor to sign on behalf of the City.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 110-2022.

DISCUSSION: The City of Ottumwa hired Philip Rath to act as its City Administrator on February 4, 2020 and he began his employment with the City on February 17, 2020. Mr. Rath has successfully completed the terms as defined in his Employment Agreement for the initial two-year period. The City wishes to continue Mr. Rath's employment as the City Administrator - the Chief Administrative Officer - of the City of Ottumwa, Iowa, to faithfully perform all duties specified by the job description as adopted by the City. Additionally, the City Administrator must comply using reasonable care, diligence, skill and expertise to all lawful governing body directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.

Source of Funds: General Fund

Budgeted Item:  Budget Amendment Needed:

The City Administrator shall receive an annual salary of \$150,000 per year commencing January 1, 2022 and paid bi-weekly according to the City's normal payroll calendar. Adjustments to the City Administrator's annual salary shall be made based upon any salary adjustments that are provided or required by the City's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees; and consideration shall be given to an increase in compensation on a merit basis as negotiated by the City Council and City Administrator annually dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase, performance incentive, and/or an increase in benefits.

This Agreement is a five-year Agreement. It shall automatically renew on its anniversary date for an additional two-year term unless notice that the Agreement shall terminate is given at least three (3) months prior to the expiration date. In the event the Agreement is not renewed, the resulting action shall be considered the same as a termination without "just cause" and the City Administrator shall be entitled to the severance provisions of this Agreement.

**RESOLUTION # 110 - 2022**

**RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT FOR  
THE CITY ADMINISTRATOR FOR OTTUMWA, IOWA AND AUTHORIZING THE  
MAYOR TO SIGN ON BEHALF OF THE CITY**

WHEREAS, the City of Ottumwa hired Philip Rath as its City Administrator on February 4, 2020 and he began his employment with the City on February 17, 2020; and

WHEREAS, Mr. Rath has successfully completed the terms as defined in his Employment Agreement for the initial two-year period; and

WHEREAS, the City wishes to employ the services of Philip Rath as City Administrator of the City of Ottumwa, Iowa; and


WHEREAS, the City and Mr. Rath desire to provide for certain procedures, benefits and requirements regarding the employment of Mr. Rath by the City; and

WHEREAS, all terms and conditions set out in the proposed Employment Agreement attached to the Staff Summary are executed by the parties as of April 19, 2022.

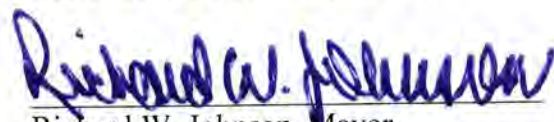
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the proposed Employment Agreement between the City of Ottumwa, Iowa and Philip Rath is hereby approved and that the Mayor is authorized to sign this Employment Agreement on behalf of the City of Ottumwa.

PASSED AND ADOPTED this 19<sup>th</sup> day of April, 2022

ATTEST:

  
Christina Reinhard, CMC - City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 19 day of April, 2022, between the City of Ottumwa, Iowa, a Municipal Corporation (the "City"), and Philip Rath (the "City Administrator").

### BACKGROUND FACTS:

- A. The City wishes to employ the services of Philip Rath as City Administrator of the City of Ottumwa, Iowa.
- B. The City and Mr. Rath desire to provide for certain procedures, benefits and requirements regarding the employment of Mr. Rath by the City.
- C. Mr. Rath wishes to accept employment as City Administrator of Ottumwa, under the terms and conditions of this Agreement.

### TERMS OF AGREEMENT:

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. **Duties:** The City agrees to employ Mr. Rath as the City Administrator – the Chief Administrative Officer - of the City of Ottumwa, Iowa, to faithfully perform all duties specified by the job description as adopted by the City. Additionally, the City Administrator must comply using reasonable care, diligence, skill and expertise to all lawful governing body directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.
2. **Compensation:** The City Administrator shall receive an annual salary of \$150,000 per year commencing January 1, 2022 and paid bi-weekly according to the City's normal payroll calendar. Thereafter, adjustments in annual salary for the City Administrator:
  - A. Will be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
  - B. Consideration shall be given to an increase in compensation on a merit basis as negotiated by the City Council and City Administrator annually dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase, performance incentive, and/or an increase in benefits.
3. **Terms and Conditions:** This Agreement is a five-year Agreement. This Agreement shall automatically be renewed on its anniversary date for an additional two-year term unless notice that the Agreement shall terminate is given at least three (3) months prior to the expiration date. In the event the Agreement is not renewed, the resulting action shall be considered the same as a termination without "just cause" and the City Administrator shall be entitled to the severance provisions of this Agreement.

Even though this is a five (5) year Agreement subject to renewal, it is further agreed that the City Administrator will serve at the will of the Council and may be terminated with or without just cause at any time.

Termination for Cause: Termination for "just cause" shall be without severance pay and shall be effective upon Employee's receipt of notice of his termination. Termination of this contract by the City shall follow any applicable City and State requirements, which currently include furnishing City Administrator with a copy of the reasons for the termination, providing a reasonable opportunity to be heard in person or by counsel in his own defense, and adoption of a resolution by a super-majority of Council members.

"Just cause" shall be defined as follows:

- A. City Administrator commits a criminal or fraudulent act.
- B. City Administrator is intoxicated or under the influence of drugs during working hours.
- C. City Administrator breaches any of the regular operating policies or procedures of the City and such breach continues after notice to cease.
- D. City Administrator fails or refuses to perform his duties pursuant to this agreement and accompanying job description.
- E. Items "A" through "D" above are neither exhaustive nor exclusive.

City Administrator is advised that the reasons for termination as well as portions of his Personnel File may be subject to open records laws under Iowa Code Chapter 22 and may be considered public record. Iowa Code Section 22.7(11) provides that if an individual resigns in lieu of termination, the discharge, or the demotion is now a public record. In addition, Iowa Code Section 22.15 requires that public employers provide employees with written notice that information placed in a personnel file as a result of disciplinary action may become a public record. This provision serves as written notice to satisfy Iowa Code Chapter 22.

Termination Without Cause: Should the City terminate the employment of the City Administrator without "just cause," he will receive twelve (12) months' severance pay and benefits (including health insurance). Additionally, he will have the option to resign and receive twelve months' severance pay and benefits (including health insurance).

If the City Administrator decides to voluntarily terminate his employment absent the request of the City Council, he must provide the City a minimum of sixty days' notice of his intent to terminate.

4. Iowa Public Employees Retirement System: The City Administrator shall participate in I.P.E.R.S. The City's regular contribution is rated by the State of Iowa governing retirement contributions for municipalities.

5. Insurance Coverage: The City Administrator will be provided the same insurance coverage and contribute the same rate as other non-union City employees. The City Administrator will receive a life insurance benefit equal to their annual salary rounded up to the next highest \$1,000 with a possible life insurance company limitation at \$100,000.

6. Vacation and Sick Leave: The City Administrator will receive all leave benefits in accordance with the personnel policy for the City of Ottumwa, Iowa. Upon hire, the City Administrator will start employment with the status of an 11-year employee for the purposes of calculating vacation and will receive subsequent increases in accordance with the City's personnel policy thereafter.

7. Business Expenses: The City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals, and Rotary membership, as well as other memberships related to his work as City Administrator.

8. Automobile Expenses: The City agrees to reimburse the City Administrator at the IRS standard mileage rate for actual travel costs associated with City business (excluding commuting to and from City Hall).

9. Phone: A Smart Phone will be provided.

10. Dues, Subscriptions and Continuing Education: The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participations, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA), Iowa City/County Management (IaCMA) and Iowa League of Cities. All activities included in this section shall be budgeted for annually and are subject to Council approval.

11. Professional Development: The City shall budget and pay up to the amount budgeted, necessary and reasonable for registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member. The City Administrator shall use good judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA and IACMA Conferences, and Iowa League of Cities events.

12. Performance Evaluations: City Council shall annually (by December 31) review the performance of the City Administrator subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by both parties.

- A. The annual evaluation process, at minimum, shall include the opportunity for both parties to:
  - (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period,
  - (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
  - (3) next meet and discuss the written



evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the City.

The final written evaluation should be completed and delivered to the City Administrator within 30 days of the initial formulary evaluation meetings.

- B. Unless the City Administrator expressly requests otherwise in writing, the evaluation of the City Administrator shall at all times be conducted pursuant to Chapter 21 of the Code of Iowa with the City Administrator having the option to request a closed session. These performance evaluations shall be considered confidential to the extent permitted by Iowa law. Nothing herein shall prohibit the City or the City Administrator from sharing the contents of the City Administrator's evaluation with their respective legal counsel.
- C. In the event the City deems the evaluation instrument, format and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then the City Administrator shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

13. Hours of Work: It is recognized that the City Administrator must devote a great deal of time outside the normal office hours on business for the City and to that end, City Administrator shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow City Administrator to faithfully perform the assigned duties and responsibilities.

14. Ethical Commitments: City Administrator will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, City Administrator shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

City Council shall support City Administrator in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request City Administrator to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

15. Outside Activities: The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the Council.

16. Compliance with Laws and Regulations: In providing services hereunder, the City Administrator shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement notwithstanding other termination provisions contained herein.

17. Indemnification: The City shall defend and indemnify the City Administrator pursuant to Iowa Statutes. In addition, the City shall defend, hold harmless, and indemnify the City Administrator from all alleged violations of torts, statutes, laws, rules, and ordinances, provided the City Administrator was acting in the performance of the duties of the position, with the exception of willful torts or illegal conduct. The City will compromise and settle any such claims or suit other than for willful torts, punitive damages or illegal conduct and pay the amount of any settlement of judgment thereon.

18. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.

19. Complete Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any oral or written agreements between the parties. This Agreement may only be modified by written agreement signed by both parties.

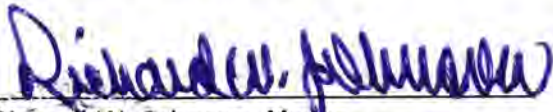
20. Governing Law: This Agreement shall be interpreted in accordance with the laws of the State of Iowa.

21. Severability: The parties covenant and agree that the provisions herein are reasonable and not known to be in violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. This declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.

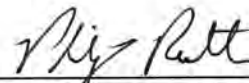
This Agreement is now being executed by the parties as of the date stated at the beginning of this Agreement.

CITY OF OTTUMWA, IOWA

EMPLOYEE



Richard W. Johnson, Mayor



Philip Rath, City Administrator

ATTEST:



Christina Reinhard, City Clerk

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

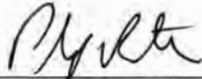
Administration  
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #111-2022 - Approve and Authorize Wage & Benefit study

\*\*\*\*\*

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

RECOMMENDATION: Approve selection of Gallagher to complete Wage & Benefit study for the City of Ottumwa employees.

DISCUSSION: A request for proposal was published on February 23, 2022 to design, conduct and assist in the implementation of a comprehensive compensation / classification study and to formulate a new compensation / classification plan for city employees. This was published on our website as well as sent to consulting companies.

One company replied with questions, another company declined as they were too busy, another company declined as it was outside their scope. Questions were answered and published on our website as well as sent directly to the company who asked.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Attached is their proposal. This has been reviewed by City Administrator, Director of Human Resources, HR Assistant and Interim Director of Finance.

The proposal identifies a range of costs based upon the services provided.

PDQ's (Position Description Questionnaires) - surveys that are completed by employees to obtain current job description information - This would provide a better result for the study and ensure we are working with correct data (some of our current data is outdated). We would be able to utilize this information to update all job descriptions and then work to keep them updated.

Custom & Published Survey Data w/Benefits - This would be a custom survey that would be sent out to comparator organizations to collect market data (salary, benefits and pay practices). Gallagher also have a library of published survey sources they utilize to supplement the market data. This helps to tap into data for cross industry (private sector) jobs such as admin, IT, engineering, accounting, etc. This will help the City to ensure that we are remaining competitive locally as we have little direct local public competition.

Annual Plan Maintenance - there is an option to update salary structure based upon market trends. That cost is \$1,500 per year. With market fluctuation as we have seen recently and continue to expect, it would be advantageous to add this option as well. This will help us to identify trends sooner and allow us to react within a reasonable time frame.

Adding employees covered under a collective bargaining agreement - the cost would increase by approximately \$40k - \$50k. We would like to include all our employees as this will create internal equity across all positions and departments, allow a better understanding of our labor as a whole.

Some key items that will be accomplished with this survey:

The work plan will develop a comprehensive system that will help the City attract and retain qualified employees, ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together, provide salaries commensurate with assigned duties, clearly outline promotional opportunities and provide recognizable compensation growth, and provide justifiable pay differentials between individual classes.

Gallagher will assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria. During this phase, we also discuss how pay progression is integrated in a sustainable system that grows with the City and allows for employee development and contribution to goal achievement. Up to three implementation scenarios will be provided. These resulting pay structures and implementation scenarios will be reviewed to ensure a gender and race neutral system.

A final report will include a financial impact analysis and recommended ways to implement and maintain the system in the future. They will also be able to update the compensation philosophy and strategies which could include implementing a job evaluation methodology to measure internal equity as well.

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The total cost for this study would be as follows:

\$67,750 - for the proposal as is with one year of plan maintenance.

\$50,000 - adding all employees (maximum approximation)

\$117,750

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RESOLUTION NO. 111-2022

RESOLUTION APPROVE SELECTION OF GALLAGHER  
FOR WAGE AND BENEFIT STUDY TO BEGIN

WHEREAS, the City of Ottumwa, Iowa desires to review and update our current total compensation structure; and

WHEREAS, the current compensation structure has developed inequities and compression within our current organizational structure and;

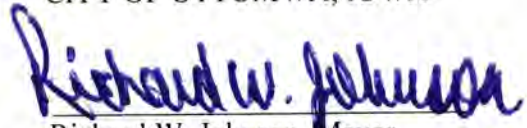
WHEREAS, the City of Ottumwa has reviewed the Wage and Benefit Study as submitted by Gallagher and finds that approval of said proposal, would be in the best interest of the City and the employees of the City and;

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

Authorize the mayor to sign the contract associated with the said Wage and Benefit Study allowing Gallagher to start the process of completing the study.

PASSED, ADOPTED and APPROVED this 19<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



# City of Ottumwa

## Wage and Benefit Study

March 25, 2022



**Gallagher**

Insurance | Risk Management | Consulting



Mike Verdoorn, MA-HRIR, CCP, IPMA-CP  
Principal Consultant | Public Sector & Higher Education

Gallagher Human Resources & Compensation Consulting  
901 Marquette Ave. S., Ste. 1900  
Minneapolis, MN 55402

P: 651.234.0845 | F: 612.339.2569  
Mike\_Verdoorn@ajg.com  
ajg.com/compensation



# Gallagher

Insurance | Risk Management | Consulting

March 25, 2022

**PERSONAL & CONFIDENTIAL**

Barbara Codjoe  
Director of Human Resources  
City of Ottumwa  
105 East Third Street  
Ottumwa, Iowa 52501

Dear Ms. Codjoe:

We appreciate the opportunity to present this proposal regarding services Gallagher's Human Resources & Compensation Consulting practice is able to offer the City of Ottumwa (the City). Gallagher is highly capable and qualified to work with the City based on our extensive experience with public sector organizations in Iowa and across the country. We would consider it a privilege to serve the City in this capacity.

We believe we will provide the City with the most diversely experienced project team of any consulting practice in the country, which enhances the solutions and recommendations we will provide on this engagement. The questions and perspective provided by our team ensure we anticipate the many issues the City may face throughout this project, as well as the ongoing management of the new classification and compensation system. Additionally, a number of our team members previously worked in local government environments as CHRO/HR Director so we specifically understand and are sensitive to the dynamics of municipal operations, politics and administration, and bring that unique knowledge, experience, and insight to the project and ongoing relationship.

**We have completed over 500 classification and compensation studies for municipalities in the last ten (10) years.** The experience we have gained in conducting these studies will inform our analyses and recommendations to the City.





**Gallagher**

Insurance | Risk Management | Consulting

It is our understanding that the City is seeking a consultant for the purposes of providing a citywide Employee Classification and Compensation Study. We also understand that the purpose of the Classification and Compensation Study is to address changes in City operations and staffing to help align positions and departments with the type, scope, and level of work being performed. Additionally, we will assist with developing a classification structure and organization chart(s). Based on our experience workforce staffing would be a separate component outside of conducting a classification and compensation study; however, staffing level information can be obtained as part of the study and, as appropriate, Gallagher recommends the City utilize the classification and compensation study outcomes as the framework for a separate workforce planning study.

We have prepared the following proposal in response to your request. We appreciate having the opportunity to submit this proposal and look forward to assisting the City in conducting this study.

Sincerely,

Mike Verdoorn, MA-HRIR, CCP, IPMA-CP  
Managing Principal



# Gallagher

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## REQUEST FOR PROPOSAL QUESTIONNAIRE

### **1) Provide name of your firm and a brief history of your experience in similar work product.**

Gallagher Benefit Services, Inc., is a wholly owned subsidiary of Arthur J. Gallagher & Company, a publically traded company under the symbol AJG. Gallagher Benefit Services, Inc. was incorporated in 1999 in Delaware. Gallagher Benefit Services, Inc. has approximately 3,300 employees worldwide.

Our firm is organized by nine (9) industry groups, which we call niches. By organizing our resources by industry focus we assure that our services are provided by personnel who are experts in the industry that they serve. One of our niches is public sector. With over 150 consultants, public sector is one of Gallagher's largest industry segments, and is designed to share insight and best practices. High-visibility issues in the public sector are putting the industry under a microscope. This reality calls for a compensation and benefits program that addresses complex issues, protects your bottom line and positions the City as a leader.

Gallagher's public sector consulting practice has been in business since 1981, beginning as the public sector compensation consulting practice of Ernst & Young. In January 1995, Ernst & Young elected to withdraw from the public sector marketplace and sold its public sector compensation consulting practice to Fox Lawson & Associates. On October 1, 2009, Arthur J. Gallagher & Company purchased Fox Lawson and we are now a division of Gallagher.

Gallagher's public sector consulting practice includes extensive experience in developing and communicating a compensation philosophy, designing and implementing market-aligned pay structures, and developing job evaluation methods to maintain internal equity. We conduct benchmark analyses, including conducting custom tailored salary surveys (if needed), and recommend appropriate administrative and procedural guidelines to maintain the compensation system. We ensure that our clients are in compliance with applicable laws and regulations, such as the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards and have pay systems that are appropriate for their organization and market strategy.

While we have a broad understanding of human resource systems, our practice primarily **specializes in classification and compensation studies**.



**Gallagher**

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**2) Location of the office(s) from which the work is to be conducted and number of professional staff employed at that office.**

Gallagher has offices throughout the United States and abroad. Services will be primarily provided by team members located in our Minnesota, Missouri, and Virginia offices. Other members of Gallagher may be utilized as the project requires. Our service line has approximately 5 consultants working out of our Minnesota office, 2 out of Missouri, and approximately 4 working out of the Virginia office.

**3) Detail the scope of services your company would offer and how your firm would accomplish the work described.**

**4) Provide a brief overview of your firm's approach and how it differs from your competitors.**

Our **Mission**: We exist to **help organizations face the future** with confidence by advising and designing sustainable systems in compensation & HR programs across the public sector and higher education spaces.

Our significant experience has resulted in a comprehensive understanding of the scope of work described by the City. Additionally, we understand the importance of this study as one of many strategies to address current human resources issues and appreciate the delicate nature of public sector spending. The work plan proposed is designed to provide the flexibility necessary to attract, retain, and motivate employees to provide quality services and ensure the system is not an administrative and/or costly burden to The City now or in the future. Below are some key considerations we have in this type of project, followed by our approach to the areas identified by the City, and then our detailed work plan.

**Employee Involvement.** The study should be introduced to employees so they know what will happen and can ask questions, and then we suggest summarizing the study findings at the end of the project in an open session so they can see the results. Updates throughout the process will go a long way toward acceptance of the results. We believe that if employees know how and why they are compensated the way they are, they will accept the results better than if the system was created without their involvement.

**Leadership Sponsorship.** Change is complicated! Updating classification and compensation systems requires strong and visible support of an organization's management and governance.

**Internal Equity.** While market parity is important, most employees want to make sure that they are paid fairly in relation to other employees. We have extensive experience with designing pay systems that take into consideration internal equity and mitigate compression.



# Gallagher

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**Project Timing.** Doing it right produces a better study outcome than trying to meet unrealistic deadlines.

**Data/Exceptions.** Rely on data, but make decisions based on humans. It has been our philosophy that the results and recommendations should be based on verifiable, auditable and valid data. Once the basic structure is in place, adjustments may be needed for special conditions or other factors. However, the classification and compensation systems should be based on verifiable facts and solid professional standards.

**Communication.** These systems need to be understood. Simple, straightforward and transparent.

**Pay Compression.** Give adequate attention to implementation costs when employees are placed in the pay ranges and there is potential for creating or increasing pay compression.

**Job Description Review** - We can review existing job documentation for consistency in format and in job functions. We recommend employees complete Position Description Questionnaires (PDQs) so we can determine if jobs are accurately documented and collect the appropriate job and personal qualification information to conduct the pay equity analysis. PDQs would be completed for all jobs and employees included in the scope of the study. Upon completion of the PDQs, we then review employee input that has also been reviewed by management to ensure completeness and accuracy. We will follow-up with interviews with individual employee classifications (as requested by the City) along with occupational panels to discuss the job responsibilities. Using this information we can both perform the pay equity analysis on a systemic and individual employee level in conjunction with the review of the jobs for internal equity.

**Internal Equity** - We will work with The City to evaluate each job title with the current job evaluation methodology to determine internal equity. As appropriate, we will present an alternative method for review of internal equity. Our project plan and cost reflect reviewing all The City job titles and ensuring internal consistency and accuracy of job functions. We have significant experience in applying job evaluation methods, but will work with The City to ensure our understanding of the method and the jobs. In many cases we will verify the current evaluations of The City and ask follow-up questions to clarify any questions.

**Market Comparison** - We will work with The City to identify benchmark job classes for the purposes of competitive market analysis. We recommend that The City collect market data on its job titles to ensure sufficient data and validity of the resulting salary structure. We will survey both current rates of pay, minimum and maximum rates of pay, in addition to the relevant benefits and the employer and employee cost. We will also integrate private sector salary information in the market comparison process from survey sources that represent the local area market.



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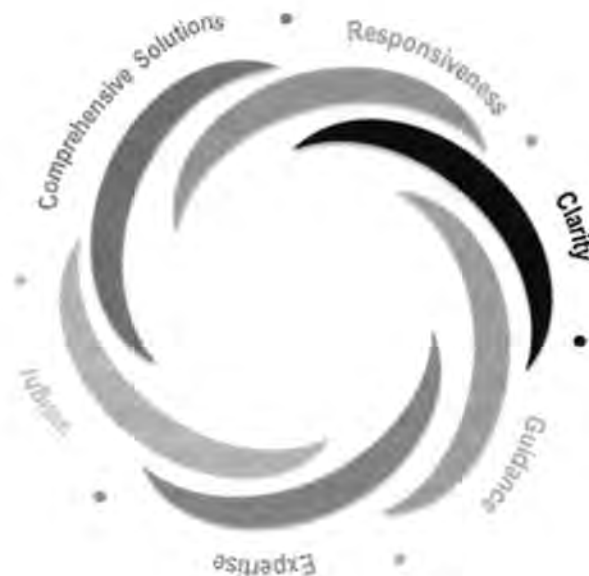
**Salary Structure Development & Implementation Analysis** - To develop a reliable salary structure, we integrate market data and custom survey results with the internal equity ratings from job evaluation, so that the structure is internally equitable and externally competitive. In this step, we assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria. During this phase, we also discuss how pay progression is integrated in a sustainable system that grows with the City and allows for employee development and contribution to goal achievement. Up to three implementation scenarios will be provided to the City. These resulting pay structures and implementation scenarios will be reviewed to ensure a gender and race neutral system.

**Final Report** - Our final report will be prepared which outlines the process, methods, techniques and findings and recommendations of the study. It will include a financial impact analysis and recommended ways to implement and maintain the system in the future. We will provide the data in a format that can be used to update your HRIS system based on your implementation approach. Finally, we will train the HR staff in the proper procedure and methods to manage and maintain the system. Additionally, we will provide the necessary documentation and other materials so The City will be able to maintain the system independent of the consultant following implementation.

Our work plan will develop a comprehensive compensation system that will help the City achieve the objectives identified:

1. Attract and retain qualified employees;
2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together;
3. Provide salaries commensurate with assigned duties;
4. Clearly outline promotional opportunities and provide recognizable compensation growth;
5. Provide justifiable pay differentials between individual classes;
6. Maintain a competitive position with other comparable government entities and private employers within the same geographic areas; and
7. Develop an Organizational Chart reflecting department and management structure *based on the outcome of the updated/new classification structure*.

## DIFFERENTIATORS



**RESPONSIVENESS.** We deliver first-rate, timely services, and treat each client like our only client

**CLARITY.** Our communications are clear and straightforward, making it easy to see how the elements of successful healthcare leadership fit together

**GUIDANCE.** We do more than provide data – we help you interpret it and recommend ways to strengthen your organization. We are proactive in our guidance, strategic in how we anticipate our client's needs

**EXPERTISE.** We commit our most experienced healthcare experts to each client and never turn clients over to junior consultants

**INSIGHT.** We provide advice and solutions – not just data

**COMPREHENSIVE SOLUTIONS.** Our broad capabilities allow us to treat organizations as a whole and develop truly integrated solutions to even the most challenging issues



# Gallagher

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**5) Provide the name and contact information of the primary contact, as well as other key consulting staff who will be assigned to our account. Describe their relevant work experience, credentials, and the role they will play on our account.**

Gallagher fosters a commitment of excellence, professionalism, integrity, collaboration, and urgency to each of our clients. With each unique client, Gallagher combines these principles to deliver client services customized, specifically to meet your needs. Your Gallagher consulting team has years of experience consulting to public sector clients. Each team member has a back-up so that there would be no loss of momentum should an issue arise with any given staff member.

PROJECT ADVISOR	PROJECT DIRECTOR	PROJECT MANAGER
National Managing Director: <b>Ronnie Charles</b> , SPHR, GPHR, IPMA-SCP <u>Ronnie.Charles@ajg.com</u>	Managing Principal <b>Mike Verdoorn</b> , MA-HRIR, CCP, IPMA-CP <u>Mike.Verdoorn@ajg.com</u>	Senior Consultant <b>Yolanda Howze</b> , MPA, SPHR, SHRM-SCP, IPMA-SCP <u>Yolanda.Howze@ajg.com</u>
6802 Paragon Place Suite 126 Richmond, VA 23230	901 Marquette Avenue South Suite 1900 Minneapolis, MN 554502	12444 Powerscourt Drive Suite 500 St. Louis, MO 63131
Phone: (651) 234-0848	Phone: (651) 234-0845	Phone: (651) 234-0839

The following consultants will be utilized as part of your Gallagher consulting team. Please find resumes of all proposed key personnel below.





Insurance | Risk Management | Consulting

**RONNIE CHARLES, SPHR, GPHR, IPMA-SCP**

*Project Advisor*

Mr. Charles is a National Managing Director with the firm. He is responsible for leading Gallagher's public sector Human Resources & Compensation Consulting practice. Mr. Charles has over 30 years of Public Sector HR experience including Chief Human Resources Officer (CHRO) experience most recently in the City of Baltimore with additional professional stints in the District of Columbia, State of Virginia, and City of Suffolk, Virginia. Mr. Charles has a Bachelor's Degree in Management from Saint Paul's College. Mr. Charles is a member of several professional organizations, including the International Public Management Association for Human Resources (IPMA-HR) and is a past chair of the International IPMA-HR Professional Development Committee. In addition, Mr. Charles is a past Chair of the Human Resources Institute (HRCI). He brings vast experience in domestic U.S., and Global HR compensation practices. Mr. Charles is located in Virginia.

**National Managing Director**

*30 years of experience*

**MIKE VERDOORN, MA-HRIR, CCP, IPMA-SCP**

*Project Director*

Mr. Verdoorn has been with Gallagher for 16 years and has experience working with public sector organizations across the United States. Mr. Verdoorn has led over 100 similar projects addressing the compensation issues in complex organizations. He has a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota and has earned his CCP certification from *WorldatWork*. Prior to joining the firm, he was a compensation analyst at Imation and at the University of Minnesota. Mr. Verdoorn is located in Minnesota.

**Managing Principal**

*16 years of experience*

**YOLANDA HOWZE, MPA, SPHR, SHRM-SCP, IPMA-SCP**

*Project Manager*

Ms. Howze has over 20 years of public sector Human Resources experience—primarily in municipal government. Prior to joining Gallagher she was the Assistant to the City Manager/Director of Human Resources for the City of University City, MO, and her professional experience also includes eight combined years as the Director of Human Resources with the City of University City, MO (2005-2010 and 2018-2020) and over six years as Director of Human Resources with the City of Bellaire, TX (2012-2018). Yolanda has a Bachelor of Arts in Psychology and a Bachelor of Arts in Organizational Leadership from Maryville University St. Louis, as well as a Master of Arts in Public Administration and Policy Analysis from Southern Illinois University Edwardsville. Ms. Howze is located in Missouri.

**Senior Consultant**

*20 years of experience*

**BEVERLY MOULTRIE, SPHR, IMPA-SCP**

*Leadership Support*

Ms. Moultrie has over 20 years of human resources and compensation experience and a wide range of expertise working with large, mid-sized and start-up organizations (both public and private) in manufacturing, government, healthcare, and service environments. Ms. Moultrie is particularly adept at managing complex projects and has led the adoption of employee relation strategies and human resource systems where no prior system existed. Prior to joining the firm, Ms. Moultrie was the Chief Human Resources Officer with the City of Chattanooga where she partnered with Gallagher to lead the successful completion of the compensation study for the civilian and public safety workforce. In addition, she launched the strategic development of the City's equity & inclusion work with the Government Alliance on Race and Equity. Ms. Moultrie has a master's degree in business with an emphasis on organization development and is a certified senior human resource professional. Ms. Moultrie is located in Tennessee.

**Principal Consultant**

*20 years of experience*





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## **ERIK HENRY-SMETANA, MBA, SHRM-SCP**

### **Principal Consultant**

#### *Leadership Support*

20 years of experience

Mr. Henry-Smetana provides high quality consulting services by leading projects specific to client needs and managing relationships between Gallagher experts and clients. Erik's 20-plus year work history has led him to serve in a variety of diverse roles across human resource management, particularly in compensation and benefits, talent management and organizational development, people analytics, and employee relations and policy development. Erik has extensive experience in both private and public sectors, working with an eclectic mix of dynamic organizations including Fortune 500 companies across multiple industries, international not-for-profit organizations, membership associations, media outlets (e.g. NPR and NBC affiliates), institutions of higher education and research, and others. Prior to joining Gallagher, he served as the enterprise-wide Deputy CHRO with the University of Missouri System and for Vanderbilt University as the Executive Director of People & Engagement leading, designing, and implementing compensation and people-focused programs and initiatives. Erik has a Bachelor's degree in Psychology, an MBA, and Master's degree in Writing. He has previously earned professional certifications with the Human Resources Certification Institute (SPHR), Society for Human Resource Management (SHRM-SCP), and the Human Capital Institute (Strategic Workforce Planner and Human Capital Strategist). Mr. Henry-Smetana is located in Tennessee.

## **MICHELE VINEYARD, PHR, IPMA-SCP**

### **Senior Consultant**

#### *Leadership Support*

25 years of experience

Ms. Vineyard's 25-year work history has led her to serve in a variety of diverse roles across human resource management, particularly in compensation and benefits, employee relations and policy development. Ms. Vineyard has experience in both private and public sectors, and has worked specifically in local government HR in Virginia since 2003. Ms. Vineyard previously served as the Director of Human Resources for Roanoke City and for the City of Charlottesville prior to joining Gallagher, gaining experience designing and implementing creative compensation solutions. Ms. Vineyard has a Bachelor's degree in Business Administration and a Master's degree in Social Science. Ms. Vineyard is located in Virginia.

## **DEEKSHA GARG, MA-HRIR**

### **Consultant**

#### *Staff Support*

6 years of experience

Ms. Garg has a Bachelor's Degree in Psychology from Bangalore University, India and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. She previously worked at Nielsen Company (India) as a consultant for two years and later joined Basix Microfinance (India) in talent acquisition. Ms. Garg is located in Texas.

## **LISA COHNES**

### **Associate Consultant**

#### *Staff Support*

15 years of experience

Ms. Cohnes received a Bachelor of Arts from Saint Louis University in Organizational Studies and a Minor in Industrial Psychology. Ms. Cohnes spent eight years in Public Sector and seven years in Higher Education where she was involved in a variety of human resources and compensation related functions. Most recently, Ms. Cohnes served as Business Manager-Human Capital Management at St. Louis University. Ms. Cohnes is located in Missouri.



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## DEE SMITH

*Staff Support*

Ms. Smith is an established Human Resources professional that brings 18 years of comprehensive HR experience in several vertical industries in both the private and public sectors. Ms. Smith earned a Bachelor of Science degree in Human Resources Management and General Management from the University of Tennessee at Chattanooga and also holds an MBA. Ms. Smith is experienced in the areas of operations, recruitment, employee relations and benefits administration. Ms. Smith is located in Tennessee.

## **Associate Consultant**

*18 years of experience*

## AUGUST ZHU, MA-HRIR, CCP

*Staff Support*

Mr. Zhu as a Bachelor of Science Degree in Human Resources from Shanghai Jiao Tong University and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. Prior to joining Gallagher, he was a compensation analyst at BASF (China) and an organization development consultant at Bovis Consulting. Mr. Zhu is located in Minnesota.

## **Consultant**

*8 years of experience*

## QUYANG PAN, MA-HRIR, CCP

*Staff Support*

Ms. Pan has a Bachelor's Degree in Accounting from Xiamen University, China and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. Ms. Pan is located in New York.

## **Consultant**

*8 years of experience*

## MEGAN OLSON, MA-HRIR, CCP

*Staff Support*

Ms. Olson has a Bachelor's Degree in Psychology from North Dakota State University and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. Prior to joining Gallagher, she held project based roles in the nonprofit sector and with the Ford Motor Company. Ms. Olson is located in Minnesota.

## **Consultant**

*5 years of experience*

## AIDAN RAO, MA-HRIR

*Staff Support*

Mr. Rao received a Bachelor of Arts from the University of Minnesota in Political Science and History and a Master's Degree in Human Resources and Industrial Relations from the Carlson School of Management at the University of Minnesota. Mr. Rao spent several years in health insurance as an analyst. Mr. Rao is located in Minnesota.

## **Associate Consultant**

*3 years of experience*

## MARIA ZELINSKY, MA-HRIR

*Staff Support*

Ms. Zelinsky graduated from the University of Minnesota with a Master's in Human Resources & Industrial Relations and with previous experience as a Product Development Chemist at 3M, Compensation Analyst at United Health Group and HR Generalist at Bridges MN. Ms. Zelinsky is located in Minnesota.

## **Associate Consultant**

*3 years of experience*



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**6) Outline your ability to provide expertise and experience in the areas of compensation plan analysis and design, especially for local government entities and/or entities in high cost of living areas (e.g. how do you address compensation for similar positions in different geographic areas?).**

### **COMPENSATION STANDARDS & PRACTICES**

We follow professionally accepted compensation principles and practices as outlined by *WorldatWork*, SHRM, and the Department of Labor. Some of these guidelines are listed below. We have also authored many articles on various aspects of conducting salary surveys; please refer to our website [www.ajg.com/compensation](http://www.ajg.com/compensation) for these specific articles.

We utilize the following guidelines for benchmark selection:

- Representation of all job families and levels throughout the organization
- Highly populated jobs
- Jobs found in most organizations
- Jobs with recruitment or retention problems

We will review job descriptions and other job documentation to ensure we understand the duties and responsibilities, level at which the job is functioning, and the reporting relationships so that participating organizations can match their classifications to the benchmark jobs. We will draw on our 30 years of salary and benefits survey experience to determine if a comparable job can be found in the labor market. We will ask the City to clarify any questionable jobs and/or answer any questions we may have about a particular job.

We follow guidelines for job matching (match only those jobs that match at least 80% of the duties, responsibilities and functions as outlined in the benchmark job summary).

We follow professionally accepted guidelines for defining labor markets and selecting organizations to survey. We factor in that different jobs will have different recruiting markets, by:

- Type of organization (e.g. Carnegie classification)
- Size of organization
- Geographic location

It is important to define an organization's labor market prior to the survey rather than after the data have been collected so that it does not appear that the labor market data are being manipulated to support a certain conclusion. This could cause significant issues from an employee perception standpoint as well as potentially violate Federal Trade Commission and the U.S. Department of Justice's Sherman Antitrust Act guidelines regarding the analysis of salary data.



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Any published sources utilized must meet the following criteria:

- Be conducted by a reputable salary survey firm
- Survey data is not self-reported
- Survey is conducted on a continual basis instead of a one-time event
- Survey reports its data sources, the effective date of the data, and was tested to ensure accurate matches and data

We will develop a data collection form that poses questions in a fashion that is simple for participants to answer, as well as being easy to quantify and analyze.

We follow-up with participants to ensure data quality and validity of matches and data being reported. If there are any questions, we seek job descriptions, organizational charts and other information.

We perform several reviews of the data as well as statistical tests to identify any extreme data and to ensure the validity of the data. Items we check for and follow-up on are:

- Job matches
- Labor market is right for each benchmark (as it was defined in beginning of study)
- The range of salaries reported for each benchmark (any abnormally high or low)
- Extreme range spreads (either abnormally high or low)
- Relationship of minimums and maximums (minimums not higher than maximums)
- Actual salaries fall within the specified ranges (not less than minimum or significantly over maximum)
- Relationship of progression in levels (e.g., a level ii job should have a higher salary than a level i job)

We utilize trend factors for aging data so that all data is consistent to a current point in time. The trend factors are derived from either the U.S. Department of Labor data or *WorldatWork* Surveys.

We apply geographic differentials as appropriate and necessary to ensure that the data are reflective of the City's labor market and economic conditions. We use third party resources (ERI) to identify the appropriate geographic differences. These geographic differentials will be shown separately. We calculate various statistics for summarizing the data (means, medians, highs, lows, percentiles). We follow the Federal Trade Commission and the U.S. Department of Justice guidelines that 5 matches should exist per job in order to draw reliable conclusions. Therefore, we do not calculate statistics (means, medians, etc.) on jobs with fewer than 5 job matches.



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To develop a reliable salary structure, we integrate market data and custom survey results with the internal equity ratings from job evaluation, so that the structure is internally equitable and externally competitive. In this step, we assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria. We also discuss how pay progression is integrated in a sustainable system that grows with the City and allows for employee development and contribution to goal achievement. Up to three implementation scenarios will be provided to the City. These resulting pay structures and implementation scenarios will be reviewed to ensure a gender and race neutral system.

**7) Description of the approach and plan for performing services outlined in the Scope of Work (see above), including:**

**a. Statement of Methods and Procedures – a detailed description of the plan for accomplishing the work including: approach, methodology and procedures used to gather the data analysis findings and develop recommendations. If the consultant has a pre-designed system, provide a description of the job analysis or compensation methodology.**

**b. Content of Work Product – describe how the work product will be presented upon completion. Provide a sample of how information will be presented or a copy of previously completed similar study. Include information that the City will be expected to provide to enable the work to commence.**

Based on our understanding of your needs, in addition to the standards, practices, and methodologies outlined above, we have prepared a detailed summary of the phases of a work plan we believe addresses your stated issues.

**PHASE I: STUDY INITIATION & STRATEGY DEVELOPMENT**

Meeting via telephone/online platform to initiate project and discuss timelines and key deliverables.

Organization & salary material collected (i.e. *employee census, existing job descriptions, org charts, salary administration policies and procedures, pay structure(s)*).

Discussion/review of the strengths and weaknesses of the City's current classification & compensation systems.

Discussion of the City's current compensation philosophy and supporting strategies.

Discussion regarding performance assessment and tools for the City Administrator, City Clerk, and City Attorney positions.

Project timetable confirmed.

Employee orientation sessions conducted, if applicable.

*Virtual Meetings are included. On-site visits are available at an additional charge to the City.*



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## PHASE 2: CLASSIFICATION & JOB EVALUATION STUDIES

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables.

Analysis of existing classifications and recommendations on any changes to current classification plan.

Review exempt and non-exempt classifications to ensure proper Fair Labor Standards Act (FLSA) status and recommendations for transitioning non-exempt to exempt.

Recommendation of standard classification and titling conventions.

If applicable, allocate employees to an appropriate job class in the new classification structure.

Review of and analysis of job descriptions/documentation for all employees covered by the study.

**OPTION 1:** Review and analysis of *current job descriptions/documentation approved by management* for all employees covered by the study.

**OPTION 2:** Utilize Positions Description Questionnaires (PDQs) that are completed by employees to obtain current job description information (this option adds additional time to the project timeline as employees will need sufficient time to complete and Gallagher consultants will need sufficient time to review).

Conducting interviews virtually or on-site with a representative sample of employees covered by the study in order to gather additional details of the type and nature of work being performed, as necessary.

Utilize the City's job evaluation methodology or introduce the City to alternate job evaluation tools; provide training for HR and management personnel in the use of the selected job evaluation system, as appropriate.

Development of new or updated job descriptions at additional cost.

### Update Job Descriptions

Job descriptions are a crucial component in ensuring continuity and consistency within an organization. They are useful in training and coaching employees, evaluating employee performance, establishing accountabilities for individuals, and managing employee compensation. Well-written, objective job descriptions are an important aspect of managing and clarifying work responsibilities. Job descriptions help to formalize the essential duties and responsibilities of a job. Effective and well-written job descriptions describe expected outcomes, responsibilities, and working conditions associated with jobs. Specifically, Gallagher develops job descriptions that contain information regarding the following:

- Employee work requirements and outcomes;
- How employees do their jobs;
- Knowledge, skills, etc. that the job requires;
- Working conditions and the physical demands of the job
- And include the specific items requested by the City and in a format approved by the City:
  - Job Summary; Essential Job Functions; Minimum Qualifications (education, experience, knowledge, skills, licensure/certification, etc.); Working Conditions; Physical Requirements; EEO categories; FLSA Exemption Status; Difficulty; Interpersonal Relations; Supervision Given and Received; Civil Service Requirement, etc.



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### **PHASE 3: COMPENSATION STUDY**

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables.

#### **CUSTOM SURVEY**

Labor market confirmed and survey participants identified to gather data from local, state and regional sources.

Benchmark jobs identified and summarized.

Identification of hard to recruit positions and assessment of the relevance of compensation for recruiting.

Benefit and wellness, certification/incentive/add-on pay and pay practice questions determined for inclusion in the custom survey.

Custom survey developed and conducted.

#### **INTEGRATE PUBLISHED SURVEY SOURCES**

Identify appropriate published survey sources.

Collect market data from published survey sources using data cuts from public, private, local, state and regional sources.

#### **The following activities will be performed on all data:**

Comprehensive internal salary relationship analysis of data to ensure the structure is internally equitable and externally competitive.

Competitive analysis of market data (salary, benefits, and pay practices) performed.

Diagnostic review of current salary structures conducted to identify opportunities for simplification, reduction in pay compression.

Recommended pay structure developed or existing structures updated (includes 1 revision if requested).

Internal review conducted and consolidated feedback provided by The City. The City approves the updates to the pay plan(s) and other recommendations and implementation options.

Provide The City with up to three (3) transition options, recommendations and next steps/ongoing maintenance



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#### **PHASE 4: PROJECT FINALIZATION, DRAFT & FINAL REPORTS**

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables.

Recommendations and an instrument/method for assessing performance and appropriate wage adjustments for the City Administrator, City Clerk and City Attorney positions.

Draft and final report and presentations developed

Quality assurance reviews conducted.

Finalization of The City's compensation philosophy and supporting strategies alongside compensation study results.

Training provided for staff including necessary tools to maintain the system. Training is designed to support the HR department with maintaining the classification and compensation system with a goal of building the HR staff into subject matter experts related to the selected job evaluation tools and classification system, as well as necessary steps to keep the compensation system up to date.

We have appended a sample report to this proposal for the City's consideration.





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**c. Work Schedule – provide a timeline indicating the status/completion dates and indicate key tasks/milestones for implementation of the proposed plan. Intention is to have this completed within 90 days of council approval of bid unless information provided otherwise.**

The following is an estimate to complete each phase by month. We will discuss the details of each phase during Phase I and identify specific deadlines for the project at that time. We will conduct frequent conference calls with The City to ensure the schedule is monitored throughout the project. In today’s world, speed is very important. However, given the significance of this project, it is just as important for The City officials, department heads, and employees to have sufficient time to review and approve the recommendations of Gallagher and to ensure proper communications occur. We have prepared a timeline to ensure The City has the work products in an expeditious manner. Our phases run concurrently, in that we do not wait until the full completion of a phase to begin another phase. We are prepared to commence the work within two weeks of receiving your authorization to proceed.

	PHASE 1	PHASE 2	PHASE 3	PHASE 4
	Study Initiation & Strategy Development	Classification & Job Evaluation Studies	Compensation Study	Project Finalization, Draft & Final Reports
Month				
1	█			
2	█	█		
3		█		
4		█	█	
5		█	█	
6			█	
7			█	█
8				█





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**8) Provide at least three references of equivalent clients (similar employee size, industry (government), and complexity). Include the contact name, address, phone number, and email.**

We have included references that demonstrate our experience in conducting similar engagements for public sector clients. Contact names and phone numbers are listed for each project. These projects are relevant in demonstrating our ability to meet the needs of the City and show considerable experience in developing compensation programs for a variety of organizations. Our references can attest to the timeliness, quality, and responsiveness of the services we provide, as well as our knowledge of legal issues, such as the ADA and FLSA, our understanding of job classifications, and our skill and ability in dealing with public organizations and sensitive personnel issues. The following engagements have been completed by the individuals who would be assigned to the City's project team.

## CITY OF GRINNELL, IA

**Ann Wingerter CMC, ICMC**

City Clerk/Finance Director

641.236.2601

[awingerter@grinnelliowa.gov](mailto:awingerter@grinnelliowa.gov)

520 4th Avenue  
Grinnell, IA 50112

Beginning in 2020, we conducted an update of the compensation system with a custom survey and new structure development.

## CLINTON COUNTY, IA

**Dawn Aldridge PHR, SHRM-CP**

HR Director

563-244-3450

[daldridge@clintoncounty-ia.gov](mailto:daldridge@clintoncounty-ia.gov)

1900 North 3rd Street  
Clinton, IA 52732

We are currently conducting a full classification and compensation study for the County covering all positions.



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## DES MOINES PUBLIC SCHOOLS

**Catherine M. McKay, pHCLE,  
PHR, FLMI**  
Director of Employee Services  
515.242.8131  
[catherine.mckay@dmschools.org](mailto:catherine.mckay@dmschools.org)

2323 Grand Avenue  
Des Moines, IA 50312

We have completed several engagements for the District. In 2013, Gallagher was engaged with the School District to develop a comprehensive classification, job evaluation and salary structure for all employees. We supported the District with several other projects in the recent years including compensation study for the Superintendent (2017), salary structure refreshment for management positions (2021).

## CITY OF OWATONNA, MN

**Lynn Gorski**  
Director of Human Resources  
507.774.7345  
[Lynn.Gorski@ci.owatonna.mn.us](mailto:Lynn.Gorski@ci.owatonna.mn.us)

540 West Hills Circle  
Owatonna, MN 55060

We completed a full classification and compensation study of all City positions through completion of position description questionnaires, employee interviews, job evaluations and a market survey.



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## CITY OF AUSTIN, TX

### **Bryan Dore**

Compensation Manager

512-974-3216

[bryan.dore@austintexas.gov](mailto:bryan.dore@austintexas.gov)

301 West Second Street

Austin, TX 78701

We have been retained to do numerous projects with the City. In 2016, 2018, and 2019 the City hired Gallagher to conduct a comprehensive evaluation of pay equity in comparison to its prior studies to identify if there are any pay equity issues in the organization. We conducted detailed statistical analysis of the current pay levels and identified possible pay equity issues at both organizational and department levels. The objective of the analysis was to determine if there were indications of systematic pay disparities between employees of different race or gender, isolate specific areas as possible, and identify key contributing factors. In 2017, we were hired to assist the City with a review and assessment of the compensation strategy and conduct a compensation study for the Human Resources and Legal departments. In 2019, Gallagher conducted another custom salary survey for the City. In 2020, we were engaged to conduct compensation studies for the Forensic positions as well the Citywide Executive positions. We are currently engaged in 2021-2022 to conduct a classification and compensation study of ATD Mobility Services, a pay equity study, a classification and compensation study for select non-sworn Police department positions, a COVID-19 workforce impact study and a Council member and staff compensation and classification study.

## CITY OF NEWTON, KS

### **Debra Perbeck**

Human Resources Director

316-284-3640

[DPerbeck@newtonkansas.com](mailto:DPerbeck@newtonkansas.com)

201 East 6th

Newton, KS 67114

We were engaged in 2020-2021 to conduct a compensation study covering approximately 200 full-time employees in 98 job classifications, and utilizing a custom survey and published survey data.



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## 9) Please indicate any other services, capabilities, designations or experience that differentiates your organization from competition.



### Human Resources & Compensation Consulting



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## Helping Public Sector Organizations Focus on the Public Good

Public sector organizations today face myriad challenges. Budget issues, reduced staff, competition for talent and limited resources create unprecedented hurdles that divert time and resources away from your mission. Gallagher can help.

Gallagher's human resources and compensation consulting specialists bring extensive experience serving state governments, counties and parishes, cities and towns, police departments, fire departments and emergency responders, transit systems, special taxing districts, school districts and more. Our public sector services include compensation consulting, leadership development paths, governance direction, professional personnel search, compensation and classification and engagement surveys and analytics.

As a first step to understanding your situation, we meet with your office to assess your needs, then customize a plan to address your specific challenges.

### WE START WITH STRATEGY

We start by defining a compensation philosophy and strategy for our clients. Where does your organization want to be in relation to the market—average, lower or higher—and how do you want to balance the cost of benefits with the cost of salary? Some clients want to pay a salary that is slightly below the market average because their cost of benefits is higher than the market average.

We then help you establish a classification system that is tightly integrated with the compensation system. Employees receive pay equitably in relation to other jobs in the organization and in relation to the market.

### SPANNING THE LIFE CYCLE OF EMPLOYMENT MANAGEMENT

With one of the country's most ethnically diverse and experienced teams of consultants, we maintain 13 offices across the United States and Canada. Our services span the entire life cycle of employment management:

- Compensation and executive compensation
- Classification structures
- Internal equity (job evaluation)
- Pay equity
- HR management
- Custom salary and benefit surveys
- Employee engagement
- Organizational development
- Search and interim leadership placement
- Governance consulting

Gallagher offers extensive experience in developing and communicating compensation philosophy, designing and implementing market-aligned pay structures, and implementing job evaluation methods to maintain equity.



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### HELPING YOU STAY IN COMPLIANCE

We conduct benchmark analyses, including custom salary surveys if needed, and recommend administrative and procedural guidelines to maintain the compensation system. We help ensure that our clients comply with such laws as the Fair Labor Standards Act (FLSA), the Americans With Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards.

### PAY EQUITY: A PATH TO BETTER ORGANIZATIONAL WELLBEING

Gallagher offers extensive expertise in pay equity in Canadian and U.S. markets where stringent pay equity laws already exist. Pay equity is more than simply the right thing to do, as Gallagher's employee engagement study reveals. Addressing pay equity may create a pathway to better employee engagement and impact organizational wellbeing and performance.

### CAREER PATHS PROMOTE RECRUITMENT AND RETENTION

Career potential and career paths directly support a healthy and engaged workforce. Career potential and pathways, however, can be difficult to identify for public sector employees. Gallagher partners with you to identify groups and levels of work to develop a comprehensive, consistent and competitive job structure that promotes career wellbeing and internal equity.

### MARKET PRICING VERSUS JOB EVALUATION

Paying employees a wage that is externally competitive and internally equitable is a key concern for many public sector organizations. We help you weigh both to determine a best practices compensation system that is both market competitive and internally equitable.

We'll help you clear the hurdles facing your organization, freeing you to pursue the public good.  
Let us help you get started.

Toll-free: 800.821.8481  
[www.GallagherHRCC.com](http://www.GallagherHRCC.com)

Gallagher is an Equal Opportunity Employer. Gallagher is a member of the Gallagher Group of Companies. Gallagher Group of Companies is a leading provider of insurance, risk management and consulting services to public sector organizations. Gallagher Group of Companies is a member of the Gallagher Group of Companies. Gallagher Group of Companies is a member of the Gallagher Group of Companies.

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**10) What types of Subject Matter Experts do you have and what types of services do they provide?**

There are several things that we would like you to know about our experience and qualifications, including:

Our staff has proven themselves as compensation professionals not only by experience, but also through the attainment of the CCP (Certified Compensation Professional) designation from *WorldatWork* and/or IPMA-SCP designation from the International Public Management Association, and graduate degrees in Human Resources/Industrial Relations and Public Administration and HRCI/SHRM Certification designations.

Our smaller organizational structure and director interaction allow us to provide the City senior-level consultants who have the experience to guide you through this assignment to a successful conclusion.

We have the technical experience, as well as sensitivity to the significant impact of compensation decisions to ensure results are appropriate for the City. Much of our work is with public sector organizations, many of which have similar objectives to this project.

As mentioned in the cover letter, a number of our team members previously worked in local government environments as CHRO/HR Director so we specifically understand and are sensitive to the dynamics of municipal operations, politics and administration, and bring that unique knowledge, experience, and insight to the project and ongoing relationship.

**11) Fee Schedule – provide a detailed fee schedule outlining the services as presented in your proposal. If proposal includes any expenses to be billed separately from professional fees, provide a detailed estimate of such expenses.**

**12) Proposed process and fee structure for the additional option of a Total Compensation Comparison to include a review of key benefit program comparisons with recommended target market.**

We understand the importance of this study as one of many strategies to address current human resource issues and appreciate the delicate nature of public sector spending. Therefore, we have proposed a sensible fee schedule that generates project results destined to add value to the City. The work plan proposed is designed to provide the flexibility necessary to attract, retain, and motivate employees to provide quality services and ensure the system is not an administrative and/or costly burden to the City now or in the future.





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Phase	Fees
<b>Phase 1: Study Initiation &amp; Strategy Development</b> <i>Including Performance Assessment review for select positions</i>	<b>\$6,500</b>
<b>Phase 2: Classification &amp; Job Evaluation Studies</b>	<b>Without PDQs</b> <b>\$12,750</b>
	<b>With PDQs</b> <b>\$16,750</b>
<b>Phase 3: Compensation Study</b>  <i>Including Benefits, Wellness, Certification/Add-on Pay &amp; Pay Practices</i>	<b>Custom Survey Data</b> <b>\$23,500</b>
	<b>Custom &amp; Published Survey Data</b> <b>\$31,000</b>
	<b>Custom Survey Data w/benefits</b> <b>\$30,000</b>
	<b>Custom &amp; Published Survey Data w/benefits</b> <b>\$37,500</b>
<b>Phase 4: Project Finalization, Draft and Final Reports</b> <i>Including Performance Assessment Recommendations for select positions</i>	<b>\$5,500</b>
<b>TOTAL COST: \$48,250- \$66,250</b>	

Gallagher defines non-routine services as add on services requested that are incremental to the costs above and change the recommended project and timeline including the following:

- If on-site days are requested for employee meetings or trainings, an additional cost of \$4,500 per day will be assessed.

Our study costs are directly derived from estimating the number of hours needed to perform the work and the level of the consultant charged with performing the work. Gallagher bills on a monthly basis up to the maximum of each deliverable.

### Annual Plan Maintenance

Our cost for re-evaluations is \$400 per job. The cost to update the salary structure based on market trends is \$1,500.



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**13) A sample contract requested to be used, if selected, by the City of Ottumwa. The City of Ottumwa reserves the right to require its own contract or contract terms including, without limitation, terms generally used by the City of Ottumwa or required by Iowa or Federal law, or otherwise protective of the City of Ottumwa or that which is deemed helpful.**

#### MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") entered into as of March 25, 2022 ("**Effective Date**") is between Gallagher Benefit Services, Inc., a subsidiary of Arthur J. Gallagher & Co., a Delaware corporation ("**Gallagher**") and City of Ottumwa ("**Client**").

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein. In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. ENGAGEMENT OF SERVICES.** From time to time, Gallagher and Client may enter into project assignment(s) for the provision of services provided by Gallagher (each a, "**Project Assignment**" attached hereto as a sample). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed in a Project Assignment, and shall be governed by the terms and conditions of this Agreement.
- 2. SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are: (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement, or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.
- 3. STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render the services and complete the Project Assignment by the applicable completion dates.
- 4. COMPENSATION.** Client will pay Gallagher a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Gallagher. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for projects which are in progress, Client will pay Gallagher for services and will reimburse Gallagher for previously approved expenses within thirty (30) days of the date of Gallagher's invoice. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement



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**5. INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal, or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

**6. CONFIDENTIAL & NON-IDENTIFYING INFORMATION.**

**6.1 Confidential Information.** As used in this Agreement, "**Confidential Information**" means any non-public, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in this Agreement or applicable Project Assignment. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review **Gallagher's Privacy Policy** located at <https://www.ajg.com/privacy-policy/>.

Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

**6.2 Non-Identifying Information.** Notwithstanding Section 6.1 above, Gallagher may collect, use, transfer, and disclose information in a form that does not specifically identify Client ("**Non-Identifying Information**") for any purpose. Non-Identifying Information can include certain organizational and personal information that has been de-identified; that is, information that has been rendered anonymous. Gallagher may obtain Non-Identifying Information about Client from information provided to Gallagher by Client. Furthermore, Gallagher may combine and aggregate Client Non-Identifying Information with information collected from other sources for internal and external research purposes. Gallagher certifies that it shall comply with applicable laws, with respect to privacy and data security relative to Non-Identifying Information.



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**7. REPRESENTATIONS AND WARRANTIES.**

**7.1. Gallagher Representations and Warranties.** Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

**7.2. Client Representations and Warranties.** Client hereby represents and warrants that (a) materials provided to Gallagher for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.

**7.3. No Other Representations and Warranties.**

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

**8. LIMITED LIABILITY.** Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Gallagher from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Gallagher, at its sole option and upon receipt of written notice, either: (a) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Gallagher is at fault, or (b) return to Client the fees paid by Client to Gallagher for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.



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**9. INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold the other party and its affiliates and their respective directors, officers, employees, and agents harmless from any and all losses, liabilities, exposures, damages, and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third-party claims, demands, suits, allegations, causes, or threats of action based on the indemnifying party's: (a) breach of any representation, warranty or covenant made by such party hereunder; or (b) grossly negligent acts, omissions, or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

**10. TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least sixty (60) days written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.

## **11. GENERAL PROVISIONS.**

**11.1. Assignment and Subcontractors.** Client may not assign this Agreement without Gallagher's prior written consent. Gallagher may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from Gallagher, Client will be billed for Gallagher's time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both Gallagher and Client and their respective heirs, legal representatives and permitted assigns.

**11.2. Travel Expenses.** Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport, meeting, and parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (e.g., Marriott; Hyatt; etc.) if personal safety factors, geography, or meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability, charges may on occasion include higher cost, refundable fares fees, full coach, or non-refundable business/first class charges.

**11.3. Force Majeure.** Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

**11.4. No Legal Advice Intended.** The advice given by Gallagher is not intended to be nor shall should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing



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regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

**11.5. Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**11.6. Notices.** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

**11.7. Governing Law.** The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

**11.8. Enforcement.** In the event that either party shall successfully bring an action against the other with respect to the enforcement, interpretation, or breach of any provision of this Agreement, the other party shall pay the reasonable amounts incurred by the party bringing the action, specifically including court costs, expenses and reasonable attorneys' fees.

**11.9. Waiver.** No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement.

**11.10. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

**11.11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.



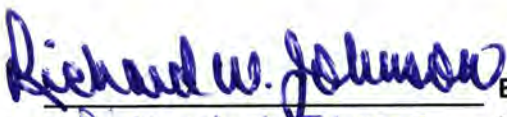

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

**Client:**

**Gallagher Benefit Services, Inc.**

<b>By:</b>		<b>By:</b>	
<b>Name:</b>	<u>Richard W. Johnson</u>	<b>Name:</b>	<u>Scott Hamilton</u>
<b>Title:</b>	<u>Mayor</u>	<b>Title:</b>	<u>Global Managing Director</u>
<b>Date:</b>	<u>April 19, 2022</u>	<b>Date:</b>	<u>September 8, 2021</u>
<b>Address:</b>	<u>105 E Third St. Ottumwa IA 52501</u>	<b>Address:</b>	<u>2850 Golf Road 10SW27 Rolling Meadows, IL 60008</u>

### 14) Cost related to addressing additional employees under collective bargaining agreements.

If the employees under the collective bargaining agreements are added to all study components, the cost will be increase by approximately \$40,000 - \$50,000.



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Thank you for this opportunity to offer our services. Please feel free to contact us at any time if you have any questions or require additional information. We look forward to hearing from you soon.

Sincerely,

Ronnie Charles, SPHR, GPHR, IPMA-SCP  
National Managing Director

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc. is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Neither Arthur J. Gallagher & Co., nor its affiliates provide accounting, legal or tax advice.







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*Sample Report*



## Compensation & Classification Study



## Executive Summary



\_\_\_\_ (\_\_\_\_) contracted with Gallagher Benefit Services, Inc. (GBS) to conduct a compensation & classification study to evaluate the jobs within \_\_\_\_ and align them appropriately internally and against the external market.

- This analysis includes:
  - Completing an internal base salary relationship analysis and making recommendations regarding appropriate internal relationships.
  - Conducting an external custom survey to determine where \_\_\_\_ pays relative to the market.
  - Training to enable \_\_\_\_ staff to conduct job evaluations and to provide salary adjustments consistent with the study methods until the next formal study is conducted.

Market Group	Percentage Difference - Actual Salary vs. Market
Custom Survey & Published Surveys (40 of 53 benchmark jobs)	-6.9%

Data from both the custom survey and the published sources indicate that \_\_\_\_ pays competitively against the market.





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## Study Background





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## Study Background



Gallagher was engaged to perform a review of \_\_\_\_'s total compensation systems and make recommendations regarding:

- Creating a salary structure that aligns with the external market and addresses internal equity;
- Market competitiveness of the current employee population;
- Pay practices and benefits; and,
- Fiscal impact associated with classification and compensation recommendations

The following items were provided by \_\_\_\_ to facilitate the study:

- Current salary and pay range data;
- Current classification plan for all \_\_\_\_ jobs;
- Current pay practice and benefits data; and,
- Current employee census.



## Study Background



Market study objectives were identified as follows:

- Offer total compensation (both base salary and benefits) to attract, motivate, and retain talented and qualified employees.
- Create a compensation strategy that is easily understood by prospective and existing employees and supervisors.
- Maintain a competitive total compensation position with other comparable government entities and/or private employers within the same geographic area with similar job categories.
- Define comparators and/or benchmark organizations.
- Differentiate comparators and/or benchmark organizations based on job categories;
- Be able to clearly define the fair market value of all benchmarked jobs included in the study.



## Study Background

Gallagher was engaged to perform a review of \_\_\_\_\_'s classification and total compensation systems and make recommendations regarding:

- The job classification system to ensure consistency and clearly define the different types and levels of work within \_\_\_\_\_.
- Formal methodology for determining the relative internal value of each classification, so that a fair and equitable compensation structure is established.
- Market competitiveness of the current salary structures;
- Proposed salary structures that are competitively aligned with the market and are internally equitable;
- Pay practices and benefits; and,
- Fiscal impact associated with classification and compensation recommendations.

## Study Background: What this Study IS versus What this Study IS NOT

What this Study IS

- The purpose of this Study is to ensure
  - Jobs are classified appropriately
  - Compensation is competitive and equitable
  - The organization has policies and procedures to keep the classification and compensation systems up to date and equitable
  - The organization has classification and compensation systems that are easy to understand and administer

### This Study is

- NOT a staffing needs study
- NOT an organizational structure study
- NOT a strategy designed to cut costs
- NOT a strategy to eliminate positions
- NOT a strategy to reduce or increase pay

What this Study is NOT

## Classification & Job Evaluation



## Classification and Job Evaluation

### Job Evaluation

- Partnered with \_\_\_\_\_ to gather updated job information through the use of a job descriptions
- Employees and managers reviewed their the job descriptions
- The job descriptions were then sent to HR, who will review all responses before sending them to GBS
- GBS had 6 on site meetings with employees in June 2018 to review the job descriptions and to understand their jobs in greater detail





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## Classification and Job Evaluation



### Job Evaluation

- All job descriptions were reviewed multiple times by GBS
- GBS then used our proprietary job evaluation methodology to evaluate all positions
- All assigned grades were reviewed with HR to ensure internal alignment

### What is job evaluation?

- Uses a defined methodology to determine the relative value of jobs within an organization.
- Provides an objective and documented method for job analysis and evaluation.
- Provides the basis for determining pay.
- GBS uses the Decision Band Method™ for job evaluation



## Classification and Job Evaluation - DBM



The value of a job should reflect the importance of the job to the organization.



The importance of a job is directly related to the decision-making requirements of the job.



Decision-making is common to all jobs.



Decision-making is measurable.



## Classification and Job Evaluation - DBM



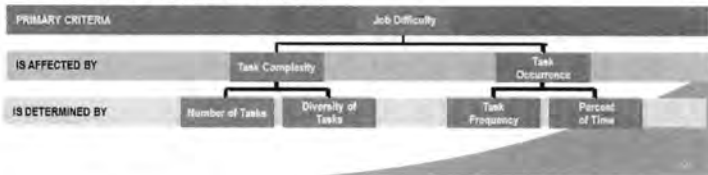
### STEP 1: Determine appropriate band

Band A: Defined	Band B: Operational	Band C: Process	Band D: Interpretive	Band E: Programmatic	Band F: Policy
Operates under and uses a written system of instruction	Operates under and uses a written system of instruction	Operates under general instructions in accordance with a written system of instruction	Operates under the general instructions of the written system of instruction	Operates under general instructions and exercises initiative and judgment	Operates under general instructions and exercises initiative and judgment

### STEP 2: Determine appropriate grade

Grade Assignment
Jobs with coordinating or supervisory responsibility within the same band are placed in the higher grade.
Jobs without this responsibility within the same band are placed in the lower grade.

### STEP 3: Determine appropriate subgrade



## Classification and Job Evaluation



### Job Evaluation

- GBS evaluated all positions covered by the Study
- HR at \_\_\_\_\_ went through several hours of training over a period of two days to ensure they understood the evaluation process
- All grades were reviewed with HR to confirm internal hierarchy





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## Custom Survey Process



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## Custom Survey Methodology

GBS created a custom salary survey to gather salary and benefit information from identified comparator organizations. When choosing these organizations, we consider the following issues/questions:

- To which organizations are you losing employees?
- Which organizations do you recruit employees from?
- Geographic proximity
- Population size
- Industry (public or private)





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## Custom Survey Methodology



GBS worked with HR and \_\_\_\_\_ leadership to design a compensation survey to send to peer organizations.

- The survey covers components of:
  - Base salary and Salary Structure
  - Pay Schedule Adjustments and Pay Increases
  - Pay Progression and Pay Increase Policies
  - Pay Supplements
  - Benefit Premiums
  - Retirement Benefits



## Custom Survey Methodology



GBS developed a survey questionnaire to collect base salary, pay practice and benefits data in a fashion that was standard and easy to quantify and analyze.

These public sector agencies were selected based on several factors including, geographic proximity, similar scope of services provided, or approximate population size

Twenty-six (26) organizations were asked to participate.

- Nine (9) organizations responded, a 35% response rate
- GBS followed up with any organizations that did not respond by phone and by email on multiple occasions
- The organizations that responded are on the next slide



## Custom Survey Methodology: Benchmarking



Benchmark jobs were identified utilizing the following criteria:

Representative of at least 50%  
of the employee population

Representative of all levels  
(entry through management)  
within \_\_\_\_\_

Common in  
the  
marketplace

High incumbent  
count

Representative  
of all functional  
areas within  
\_\_\_\_\_

Difficult to  
recruit and/or  
where high  
turnover exists

## Custom Survey Process - Design



GBS asked organizations to make a match for only those jobs that reflected at least 80% of the duties as outlined in the benchmark summaries

- GBS compiled and validated the data collected from participants
  - The survey was distributed by email and follow up contacts made to potential survey participants by email and telephone to encourage participation with the participants to clarify missing or questionable information reported
  - Note that not all survey participants answered every question and may have provided multiple responses to the same question.



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## Compensation Survey – Published Survey Design



### Market Pricing

- In addition to the custom survey, GBS gathered data for all benchmark positions from published salary survey sources within our library.
- In addition to the custom survey, GBS also included data from the following published salary survey sources
  - Mercer
  - Economic Research Institute
  - Willis Towers Watson
  - CompData
- Data cuts for the survey sources included:
  - Government/Government Support Services
  - By geographic region (state, city, region, etc.)
  - National data

## Compensation Survey – Published Survey Design



### Market Pricing - Various Data Cuts in Salary Surveys

#### So which one will be used?

- The answer will vary based on the job.
  - Some positions have a wider labor market (Directors, for example) and would be recruited on a more regional or even national basis.
  - Other positions may have a more local labor market (admin assistants, for example). Still others may have a niche within a particular industry and using the data from that cut would be more appropriate.
- Regardless of which data cut is used, the more responses, the more accurate the data is.
- When there are fewer responses, one data point has the ability to skew the data and may provide an incorrect picture of the labor market.
- GBS does not report information for any position that has less than 5 respondents, as there is too strong a possibility of one organization affecting the results.



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## Published Survey Design



GBS only matched to positions in a salary survey if at least 80% of the duties as outlined in the survey summary aligned with the benchmark position.

- The data and related analyses were reviewed by a Senior Consultant who has been involved in the project and other Gallagher staff members to ensure applicability, validity, accuracy, and consistency of the data.
- All data was aged to 3/1/2019 to ensure that salary surveys, which are published at various times during the year, are effective on a common date.



## Published Survey Design



Gallagher performed several reviews of the data to identify any extreme data and to ensure validity and reliability of the data.

- Through a statistical analysis, any salary figures that were considered extreme outliers in relation to all other salary figures were excluded (+/- 2 standard deviations).
- GBS gathered actual pay for all benchmark positions and then used the median (50<sup>th</sup> percentile) to determine the market rate for each position
- Once the survey analysis and report were completed, an internal quality control process was conducted.





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## Published Survey Process: Differentials



Applying geographic differentials is a sound compensation practice to normalize data obtained from various locations. This results in more precise figures for use in analyzing and setting pay.

- Just as data are trended forward to be more effective for a current point in time, data should be adjusted to reflect cost of labor differences between geographic areas.
- Gallagher used geographic differential data, obtained from Economic Research Institute, to normalize salary data to the equivalent cost of labor in the \_\_\_ market.



## Published Survey Process: Differentials



- The City \_\_\_ has a **lower** cost of **labor** than \_\_\_; therefore, \_\_\_ data was adjusted **upward** by 1% to normalize the rates of pay in \_\_\_ to the cost of labor in \_\_\_.
- The City \_\_\_ has a **higher** cost of **labor** than \_\_\_; therefore, this data was adjusted **downward** by 1% to normalize the rates of pay in the City to the cost of labor in \_\_\_.



## Survey Process: Quality Assurance



## Findings and Analysis

## Findings and Analysis – Terms



According to research, 80% of the market uses the 50<sup>th</sup> percentile to establish the market rate for their jobs.

Why should \_\_\_\_ use the 50th percentile?

- To calculate the market rate, GBS used the actual salaries reported by the survey participants and used the median (or 50<sup>th</sup> percentile) of those values to establish the market rate
- General compensation theory, and industry practice, defines the 50th percentile as a market competitive rate in order to encompass the middle of the market
- This means that within a set of data, half of the data points would fall below that value and half would be above it
- Most clients use the 50th percentile when gathering market data as it defines a market competitive rate, since it falls squarely in the middle of the data
- However, this does vary based on the organization's compensation philosophy



## Findings and Analysis – Custom Survey



### Data Analysis

- Per Department of Labor standards, 5 job matches are required to make a valid salary report for a specific job position.
- The data will display 4 columns:
  - Job Title
  - Current salary at \_\_\_\_
  - Market Actual Annual Salary (\$) FTE – for this column we gathered the average salary of all survey respondents, and took the median of those salaries to calculate the market rate
  - Comparison of Market Median to Current Actual – an analysis of how the median of the market compares to the current average pay for each position within \_\_\_\_
- If we were unable to gather 5 data points for a position, the market actual annual salary will be listed as N/A
- There were 14 positions for which we were unable to gather market data and those are detailed on the next slide







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## Findings and Analysis – Custom Survey



### Market Comparison

For each position the percentage difference has been calculated between \_\_\_'s salary figure and the market salary figure in terms of \_\_\_'s salary

If the figure is:

- Positive (+) Figure indicates that \_\_\_ pays above the market
- Negative (-) Figure indicates that \_\_\_ pays below the market

The following guidelines are used when determining the competitive nature of current actual compensation:

- +/- 5% (Highly Aligned)
- +/- 10% (Aligned)
- +/- 11-15% (Possible misalignment with the market)
- > 15% (Significant misalignment with the market)



## Findings and Analysis – Custom Survey



### Market Data – Important Additional Considerations:

Additional factors influencing actual salaries must be considered, including:

- Performance
- Turnover
- Longevity

Some benchmark jobs that at first appear misaligned with the market, do not necessarily reflect true misalignment when additional relevant factors are assessed



## Findings and Analysis – Custom Survey



### Market Comparison

- When GBS compares the actual salaries of custom survey benchmark positions to the median of the market we find that \_\_\_\_, on the aggregate is.

Median of the Market	
All Positions	-6.90%

- Based on these comparisons \_\_\_\_ would be considered
  - “aligned with the market”
- Details for the market rates for all benchmark positions are included on the next few slides



## Findings and Analysis – Structure Terms



### Salary Ranges

- A Salary range is the range of pay established by employers to pay to employees performing a particular job or function.
- Salary ranges have a minimum pay rate, a maximum pay rate, and a midpoint (with the midpoint usually placed at the 50th percentile of the market)
- The salary range is determined by conducting a market analysis.



## Findings and Analysis – Structure Terms



### Salary Range Width

- This is the distance between salary range minimum and maximum
- Range width varies widely by organization due to different compensation philosophies
- Some organizations have a philosophy of not allowing any employees to fall outside the salary range and will increase the structure to accommodate them, others want a very narrow range to minimize pay differences



## Findings and Analysis – Structure Terms



### Salary Range Width

- Compensation theory recommends that range be narrower at the bottom of a salary structure and wider at the top. The reasons are:
  - Jobs at the bottom of a structure often are fairly similar in labor market and skill set those at the top often have a far more diverse skill set and labor market
  - To account for differences in labor markets and market rates (for example between a Director of IT and a Director of HR, both of whom may be in the same salary range) many organizations widen their ranges at the top
- Range width normally falls between 40-60%
- \_\_\_\_\_ established a range width of 40% for bands A & B, and a 50% range width for bands C, D & E



## Findings and Analysis – Structure Terms



- GBS integrated the market data that was gathered with the DBM grades that were assigned
- We then ran a regression analysis using the market data and the grades to establish the 50<sup>th</sup> percentile of the market for each grade
- The salary range midpoint was set at the 50th percentile of the market.



## Findings and Analysis – Proposed Structure



DBM	Minimum	Midpoint	Maximum
A11	\$35,436	\$31,771	\$37,010
A12	\$29,669	\$34,439	\$40,179
A13	\$30,962	\$37,155	\$43,347
B21	\$33,232	\$39,879	\$46,525
B22	\$35,496	\$42,595	\$49,694
B23	\$37,759	\$45,311	\$52,863
B24/B31	\$40,593	\$48,712	\$56,830
B25/B32	\$43,091	\$52,790	\$61,588
C41	\$44,953	\$56,191	\$67,429
C42	\$47,125	\$59,907	\$70,688
C43	\$49,298	\$63,623	\$73,947
C44/C51	\$52,019	\$65,024	\$78,026
C45/C52	\$55,281	\$69,101	\$82,922
D61	\$58,002	\$72,502	\$87,003
D62	\$60,175	\$75,218	\$90,262
D63	\$62,347	\$77,934	\$93,521
D71	\$65,068	\$81,335	\$97,802
D72	\$68,331	\$85,413	\$102,496
E81	\$71,051	\$88,814	\$106,577
E82	\$73,224	\$91,530	\$109,836
E83	\$75,297	\$94,246	\$113,095
E91	\$78,116	\$97,647	\$117,177
E92	\$81,390	\$101,725	\$122,070



## Findings and Analysis – Structure Terms

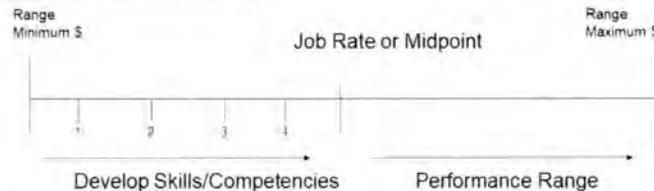


- GBS discussed with \_\_\_\_ various types of salary structures that could be created, including:
  - Step structures
  - Open range structures
  - A combination of step and open range
- \_\_\_\_ chose the combination structure and a definition and depiction of that type of structure is on the next slide

## Findings and Analysis – Pay Progression



### COMBINATION SYSTEM



- Step Area of Range: Assumes a "learning curve"
  - Competencies could be established at each step
  - Pay can skip steps based on demonstrated competencies
- Job Rate or Midpoint: Assumes competent, "successful" performance established per philosophy
- Performance Range: Used for sustained exemplary performance

## Findings and Analysis – Implementation



### Implementation Options

- In the proposed salary ranges, 84 employees are below the proposed minimum and 34 are over the proposed maximum
- GBS worked with HR to define 3 costing models for \_\_\_\_\_
- For Option # 1: GBS determined the cost to bring employees below the proposed range minimum up to the proposed minimum rate
  - This would be 2.19% of payroll or \$204,182 and would provide increases to 66 employees
- For Option # 2: GBS determined the cost to bring employees to appropriate step, or to the midpoint at a maximum, in the proposed range based on time in current position
  - This would be 4.63% of payroll or \$432,625 and would provide increases to 112 employees



## Action Items



## Action Items – Future steps



- Confirm salary structure
- Determine which costing option best fits \_\_\_\_\_'s goals and financial situation
- Decide on how quickly some of these salary changes could be phased in (most clients use a strategy of 2-5 years to phase in all costs)
- Conduct regular review of the compensation system by conducting market competitive analysis every 3 years to ensure that a competitive structure is maintained.
  - Additionally, we recommend \_\_\_\_\_ consider annual salary structure adjustments using market trends information published by WorldatWork.
  - Based on the WorldatWork 2018-19 Salary Budget Survey salary structure adjustment is 2%
- Move employees through assigned pay ranges at market competitive rates.
  - Actual pay increases should be more than the salary structure increases to ensure employees move through the salary ranges (reference the WorldatWork Survey for market trend)
  - This can be implemented through flat percentage increases or step increases.



## Action Items – Future steps



- Conduct regular review of the compensation system by conducting market competitive analysis every 3-5 years to ensure that a competitive structure is maintained.
  - Additionally, we recommend \_\_\_\_\_ consider annual salary structure adjustments using market trends information published by WorldatWork
  - Based on the WorldatWork 2018-19 Salary Budget Survey salary structure adjustment is 2%
- Move employees through assigned pay ranges at market competitive rates.
  - Actual pay increases should be more than the salary structure increases to ensure employees move through the salary ranges (reference the WorldatWork Survey for market trend)
  - This can be implemented through flat percentage increases or step increases.



## Action Items – Future steps



### Internal Promotions

- Best practice in the industry is to allow an 8-15% from one level in a job family to the next (Account I to Accountant II or a Maintenance job to a Maintenance Supervisor)
- GBS recommends that \_\_\_\_ adopt an 8-15% increase for internal promotions to align with industry standard
- Exceptions to this rule would be:
  - If that percentage increase would not bring the employee into the proposed salary range
  - If that percentage increase would cause salary compression issues within the department or job classification



## Action Items – Future steps



### Adjustments to the Salary ranges

- Best practice in the industry is to adjust salary ranges on an annual basis, usually 1.75% - 2.5%, but this is not used by any public sector agency
- GBS recommends that \_\_\_\_ adjust their salary ranges every 2-3 years to ensure that it stays competitive with the market
- On those years when \_\_\_\_ does adjust the salary ranges, step increases for that year would be frozen so that a compounding effect of step+ structural adjustment does not occur





## Action Items – Future steps



- New Hires
  - GBS partnered with \_\_\_\_ to design a salary structure where the range for each grade would be competitive with the market
  - GBS would NOT recommend only bringing in new hires at the range minimum as it would have a negative impact on hiring and would limit the ability to bring in qualified candidates

## Questions



## Pay Practices & Benefits



### Pay Practices

#### Pay Practices

The following table outlines type of pay schedule utilized by comparator organizations.



## Pay Practices



- We asked participants to report how employees progress through the pay schedule. Respondents could select more than one answer. We found that:
  - 78% of organizations utilize longevity to progress employees through ranges
  - 11% utilize individual performance.
  - 11% utilize "other" methods.



## Pay Practices



- We asked organizations to provide **pay schedule** adjustments for 2016 and 2017. The following chart outlines these adjustments:

	2016	2017
Median (with zeros)	2.3%	1.2%
Median (no zeros)	2.5%	1.7%

- We asked organizations to provide average **actual pay increases** for 2016 and 2017. The following chart outlines these adjustments:

	2016	2017
Median (with zeros)	2.5%	2.0%
Median (no zeros)	***	2.5%



## Pay Practices



- 75% of organizations reported that adjustments in the pay schedule automatically result in increases to all employee's base pay.
- 43% of organizations reported that they have a formal promotion pay policy.
- 57% of organizations reported that they have a formal reclassification pay policy.
- The most commonly provided base pay increase is longevity pay, followed by skill/competency increase.
- No organizations provide incentive pay based on organization-wide goals, department/team goals, or individual goals.



## Pay Practices



- 63% of organizations reported having shift differential policies.
  - Rates varied from \$0.10 to \$0.55 per hour, depending on the shift. Of organizations that provide both evening and overnight shift differentials, the rate for overnight shift is higher
- 71% of organizations reported having on-call pay policies.
  - It is most common for organizations to pay an overtime rate for hours that employees are called in for



## Paid Time Off



### Vacation/Holiday & PTO:

- 44% of participants provide PTO.
- The following table outlines the median number of Vacation/PTO days provided:

VACATION/PTO	
Years of Service	Median Number
One	12
Five	15
Ten	19
Fifteen	24
Twenty	29



## Paid Time Off



### Other Time Off:

The following tables outline the median number of Vacation/PTO and other leave days provided:

Other Leave		
Paid Sick Leave	Holidays	Personal Working Days
***	13	***

- 4 of 8 (50%) respondents provide time off for **special events**. Of those organizations, time off allowance ranges from 4 hours to an unlimited amount
- 1 of 7 (13%) respondents provide **additional time off** for federally recognized tribal members
- 6 of 7 (86%) respondents allow employees to **accrue or bank unused leave**, with the median number of days being 35

\*\*\* Not enough data to report on this benefit

## Health Benefits



Medical Plan (PPO)	Employee Only	Employee + Children	Employee + Spouse	Family
Employer Contribution	\$552.28	***	\$1,209.72	\$1,565.58
Employee Contribution	\$62.74	***	\$149.96	\$187.44

- We have insufficient data to summarize prescription drug, dental, and vision plan premium amounts. The majority of respondents include these benefits in the medical premium

\*\*\* Not enough data to report on this benefit

## Other Benefits



- Median employer contribution to employee only Life Insurance is 100%. We have insufficient data to summarize Life Insurance information for employee + children, employee + spouse, and family plans.
- We have insufficient information to summarize Long Term Care and Short Term Disability plans.



## Wellness Benefits



- The following table outlines the prevalence of wellness benefits provided:

Benefit	% of Orgs
Reimbursement for weight loss program, smoking cessation, etc.	11%
On-site fitness facilities	58%
Discounted fitness membership	56%
Health assessments/other screenings	44%
Require participation in wellness program	0%
Health premium discounts for participation in wellness programs	0%



## Retirement

Contributors	Deferred Benefit	Deferred Contribution
Employer Contribution (Median)	<b>Ranges from 6-20%</b>	<b>Ranges from 3-11% (flat contribution)</b>
Employee Contribution (Median)	<b>Ranges from 0-6%</b>	<b>Ranges from 2% to IRS Max</b>

- We have insufficient data to summarize deferred compensation amounts

Thank You







**Gallagher**

Insurance | Risk Management | Consulting

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 19, 2022

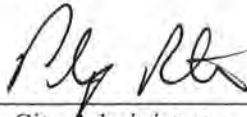
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 113-2022 - Approving the FY23 and FY24 Capital Improvement Requests

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 113-2022

DISCUSSION:

At the March 1, 2022 meeting the request to finance certain capital requests was presented before the City Council. As noted at that time the requests are well within the financing capacity for the City. Our financial consultant has been working toward an approach to flatten the future impact of financing for capital needs. As mentioned at the meeting, the city will continue to have a need to borrow in the future - even if on a short term basis (one year or less) to meet the operational and service needs for the community.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

The requested capital improvements scheduled to be completed in the 2023 and 2024 fiscal years, are summarized by category below. Based upon this summary the total projected bond issue to an estimated \$8,000,000.

Projects by Category:

Building - \$1,005,000

Community Development - \$3,010,000

Other Public Safety Capital - \$75,000

Parks & Recreation Projects - \$1,450,000

PW Projects - \$325,000

Technology Projects - \$291,250

Fleet - \$1,712,625

**RESOLUTION NO. 113-2022**

**RESOLUTION APPROVING THE FISCAL YEAR 2023 AND FISCAL YEAR 2024  
CAPITAL IMPROVEMENT PROJECTS**

**WHEREAS**, the City Council of the City of Ottumwa, Iowa desires to fund various capital improvement projects for fiscal year 2023 and fiscal year 2024; and

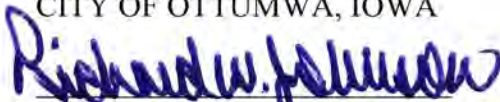
**WHEREAS**, the City Council has reviewed the list of capital projects as identified by the attached summary of projects for these fiscal years,

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA**, that the identified projects for fiscal years 2023 and 2024 is hereby approved; and

**BE IT FURTHER RESOLVED**, the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to sign any documents and take appropriate action related to this resolution on behalf of the City.

APPROVED, PASSED AND ADOPTED, this 19<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

	Project	Amount	Notes	Hearing
Building	Fire station improvements	25,000		GCP-5
Building	Repairs at Beach waterpark	70,000		GCP-5
Building	N. Court House - Paint/Maintenance	10,000	rental house	GCP-5
Building	Recaulking/Maintenance/Phone/HVAC Control - Brid	200,000		GCP-5
Building	CH HVAC System	700,000		GCP-4
		1,005,000		
Develop	Delapidated building program/nuisance	200,000		ECP-1
Develop	Roof & façade grants	300,000		GCP-2
Develop	purchase depot for transportation hub	480,000		GCP-3
Develop	Make Ottumwa Homes	150,000		GCP-6
Develop	Ottumwa Block Challenge	60,000		GCP-3
Develop	Railroad Relocation	110,000		GCP-3
Develop	Downtown Development (upper story/including chur	300,000		GCP-2
Develop	Historic Preservation Plan	20,000		GCP-2
Develop	Hopkins Development Grant	75,000		GCP-2
Develop	Healthy Neighbors Program	20,000		GCP-3
Develop	Hotel Parking Lot - Bridgeview	1,000,000		ECP/UR-8
Develop	Airport-Building/Grant Match	35,000		ECP-1
Develop	Airport-Dirt Work	10,000		ECP-1
Develop	CH Grant Match	250,000		GCP-6
		3,010,000		
Equip	Police equipment (vests)	75,000		ECP-1
		75,000		
Parks	Tennis Courts	750,000	located within existing park	ECP-1
Parks	Indoor Sports Complex (Land/Infrastructure/\$500,00	700,000		GCP-7
		1,450,000		
PW Project	Sidewalk Drop Program	175,000		ECP-1
PW Project	Tree Trimming	150,000	in connection with street projects	ECP-1
		325,000		
Tech	Police CAAD dispatch software	200,000		ECP-1
Tech	Police cameras	20,000		ECP-1
Tech	CH Laserfische	50,000		GCP-6
Tech	GPS System	21,250		ECP-1
		291,250		
Vehicle	Police Fleet (vehicles)	246,625		ECP-1
Vehicle	Fire Fleet	1,100,000		ECP-1
Vehicle	Building Code/Planning vehicles	30,000		GCP-5
Vehicle	Fleet - Parks	136,000		GCP-5
Vehicle	Airport-Fleet	200,000		GCP-6
		1,712,625		

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 19, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 115-2022: A RESOLUTION APPROVING THE GENERAL SERVICES AGREEMENT FOR A THREE-YEAR CONTRACT TO PLACE ONE SOOFA COMMUNICATION AND WAYFINDING SIGN IN DOWNTOWN OTTUMWA

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 115-2022

DISCUSSION: Soofa approached the City with an offer to place one of their communication and wayfinding signs in Downtown Ottumwa. Soofa is a tech start-up launched out of MIT and Harvard in 2014. They currently have signs in 7 states with plans to expand to at least 10 others. The signs are entirely solar-powered. Signs allow for sharing community notices and updates, soliciting feedback on polls and providing directions to area businesses and amenities.

Source of Funds: CIP Downtown Development

Budgeted Item:  Budget Amendment Needed:

The cost for installing and keeping the sign for three years is \$37,400. After three years the City could re-evaluate the program. The vinyl wrap on the sign is community-branded and Staff will work with Soofa to design an attractive sign for downtown Ottumwa. The signs also use a special graffiti resistant material to keep them well-maintained for the duration of their placement.

This sign could serve as an important notice board for the growing neighborhood Downtown. It would also support local business as the wayfinding features empower residents and visitors alike to discover everything Downtown Ottumwa has to offer.

RESOLUTION NO. 115-2022

**A RESOLUTION APPROVING THE GENERAL SERVICES AGREEMENT FOR A  
THREE-YEAR CONTRACT TO PLACE ONE SOOFA COMMUNICATION AND  
WAYFINDING SIGN IN DOWNTOWN OTTUMWA**

WHEREAS, Soofa provides community-branded, solar-powered public communication and wayfinding signs improve access to local news and updates as well as provide direction to local businesses and amenities, and

WHEREAS, Soofa will install and service one sign in downtown Ottumwa for a three-year period for \$37,400 pursuant to the General Services Agreement; and

WHEREAS, the wayfinding and communication features will advance the placemaking and development goals the City has for downtown Ottumwa; and

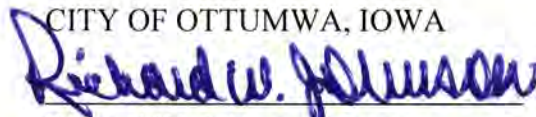
WHEREAS, the transfer of the property will be subject to the Real Estate Purchase Agreement and an Aviation Easement.

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

\$37,400 of Capital Improvement Downtown Development funds are authorized to place one Soofa Communication and Wayfinding Sign in Downtown Ottumwa and that the Mayor is authorized to sign and execute the General Services Agreement.

APPROVED, PASSED, AND ADOPTED this 19<sup>th</sup> day of April 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



The 100% solar-powered, all-in-one solution for city communication and wayfinding.

**soofa** sign

### Community-branded

Landowner owns the rights to all communication and branding on the Sign. No advertising is allowed.

**One-Time Cost:** \$25,000/sign

**Annual Fee (after year 1):** \$6,200/sign

### Ad-supported

Cost of the sign is partially subsidized by digital advertising. Landowner owns the rights to the vinyl design.

**One-Time Cost:** \$18,000/sign

(includes 1 city vinyl)

**Annual Fee (after year 1):** \$6,200/sign

**Additional Vinyl Updates:** \$1,000/sign

### Ad & Sponsorship-supported

Cost of the sign is partially subsidized by digital advertising and sponsorship of the vinyl design.

**One-Time Cost:** \$16,000/sign

**Annual Fee (after year 1):** \$2,000/sign

**Additional Vinyl Updates:** \$1,000/sign



# MEET THE **Soofa Sign.**



**soofa**

The 100%  
wireless  
solar-powered,  
all-in-one  
solution for city  
communication  
and wayfinding

# Instantly communicate city news and PSAs in the real world.

soofa



## The neighborhood news feed for smart cities

Use Soofa Signs to increase equity of access to local updates and news. Instant and flexible messaging allows cities to share PSAs and updates in real-time in downtown centers, parks, shopping centers, and other public spaces.

## A turnkey communication solution

Amplify your online messages in the real world. Soofa Signs automatically share social posts, transit updates, and emergency alerts in real time, so you save time and reach more constituents.



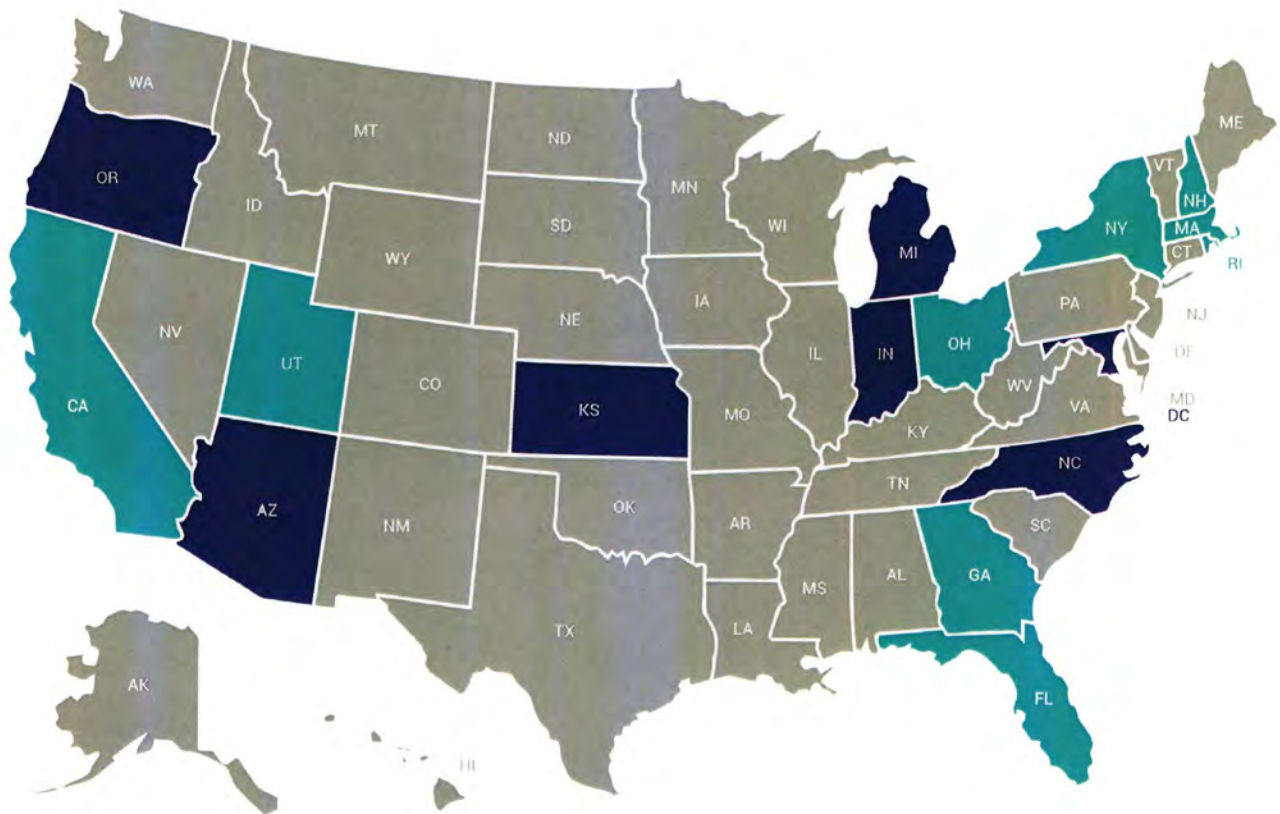
# See what it's like to have Soofa Signs.



Cities of all sizes use Soofa Sign to improve city communications, transit, wayfinding, and more.



- WHERE SOOFA IS NOW
- COMING SOON



# Soofa Signs Streamline The Miami Public Transit Experience

Miami-Dade County partnered with Soofa to enhance the public transportation experience by deploying Soofa Signs along the Metromover, Miami's above-ground transit line.





**DATA-DRIVEN  
INSIGHTS**

The Soofa Sign's sensor anonymously monitors pedestrian foot traffic around the transit stop where it is placed. Miami-Dade planners and other staff can draw data-driven insights from these pedestrian traffic trends to use when prioritizing infrastructure improvements.



**NEIGHBORHOOD  
WAYFINDING**

The back of the Sign displays a map, directory, or other wayfinding information to help direct commuters and tourists around the neighborhood. The vinyl can pinpoint nearby parks, trails, local businesses, or other modes of transit, such as bus lines or micro mobility docks.



**REAL-TIME TRANSIT  
INFORMATION**

The Miami Soofa Signs share real-time transit information and updates for buses and the Metromover line, enhancing the the multimodal transfer experience.

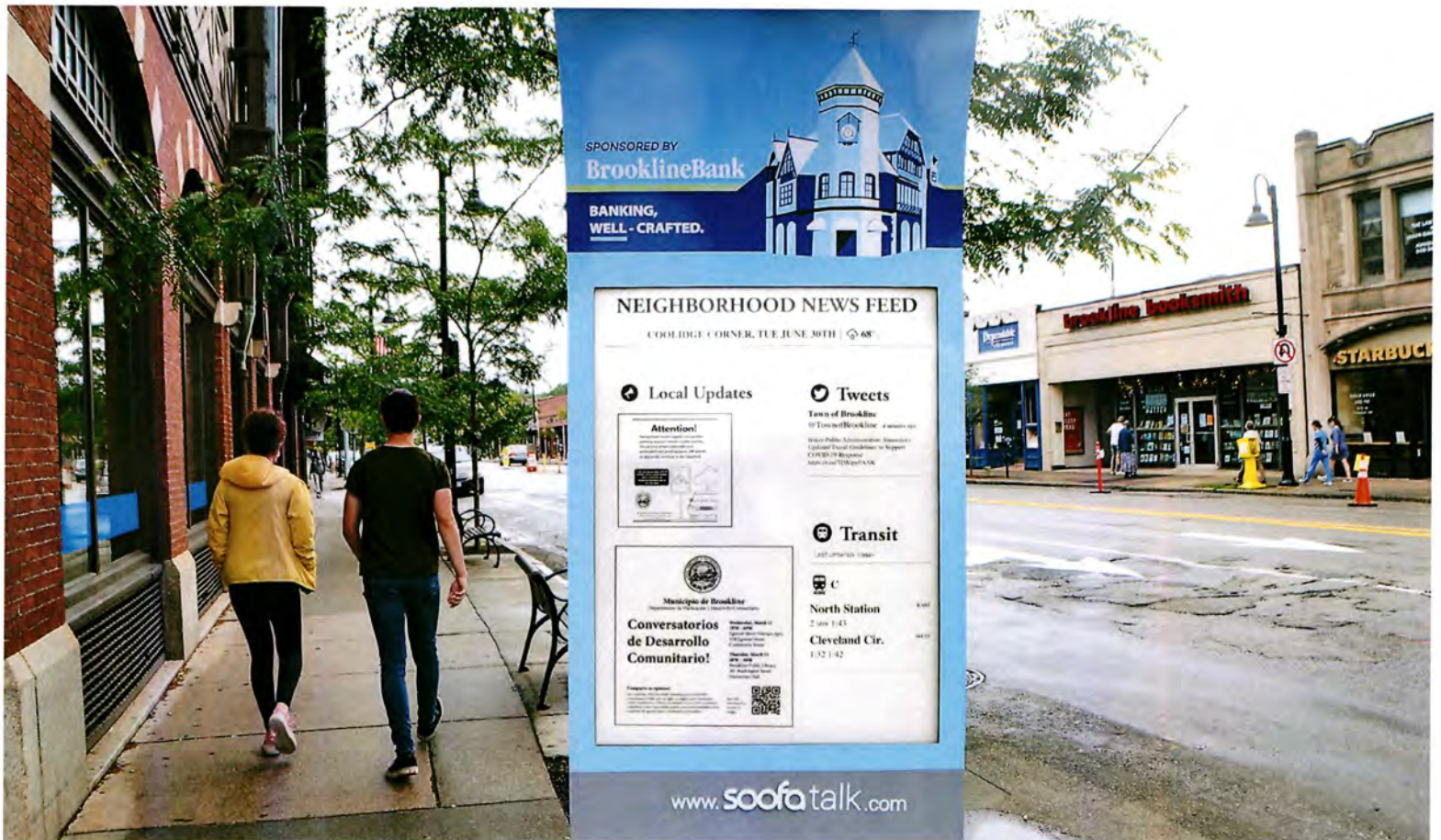


“By leveraging new ideas and technology from private businesses and community groups, we are making improvements to Miami-Dade County’s infrastructure and enhancing our public transit system...our transit riders will be interacting with and enjoying the benefits of Soofa Signs for a better, more reliable transit experience.”

Miami-Dade County  
Mayor Daniella Levine Cava

# Massachusetts communities increase accessibility with multilingual communications

Revere and Brookline, two communities in the Boston metro area, use Soofa Signs to connect their diverse communities with multilingual city news releases, current public health guidelines, and other relevant news.



The Signs' flexible communications platform allows municipalities to quickly and easily update information, and the Sign's strategic placement brings relevant updates to where residents and visitors live, work, and play.



**REVERE SHARED PUBLIC HEALTH UPDATES IN MULTIPLE LANGUAGES**

The City of Revere shared COVID-19 guidelines and CDC updates in English, Spanish, Portuguese, and Arabic to help protect their communities during the pandemic. From May 2020 to March 2021, the city's multilingual content was viewed over 475,000 times.



**REVERE PROMOTED LOCAL SERVICES TO RESIDENTS TO INCREASE AWARENESS OF VITAL COMMUNITY RESOURCES**

The City promoted community resources like local food pantry offerings in English, Spanish, Portuguese, and Arabic. In addition to having a large Spanish-speaking population, a significant portion of Revere's residents speak Portuguese and Arabic.



**BROOKLINE INVITED LOCALS TO COMMUNITY DISCUSSIONS AND OPEN HOUSES**

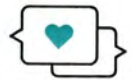
To encourage participation and increase diversity in public discourse, the the Town of Brookline promoted local events and open houses in English and Spanish.



# Get a peek inside Soofa Signs.



Soofa Sign Specs & Packages



City partners can customize the applets on their Soofa Signs.

- Local Updates
- Transit
- Tweets
- Opinion Polling
- Events
- Restaurants
- News



# Technical Specs



## Performance

- Up to 23 hours operating hours/day
- Sensor-enabled LED overhead light illuminates screen in the dark
- Soofa Operations Team monitors performance metrics remotely

## Durability

- Proven seamless operation in extreme temperatures -10 to 100F (From Vegas to Boston)
- Epoxy powder-coating protects from graffiti, rust and corrosion
- Up to 180 mph/hurricane force



## Specs

### Solar Powered

- Solar panel: 65W
- Battery: 24V, 12Ah
- Wireless connectivity

### Electronic paper display

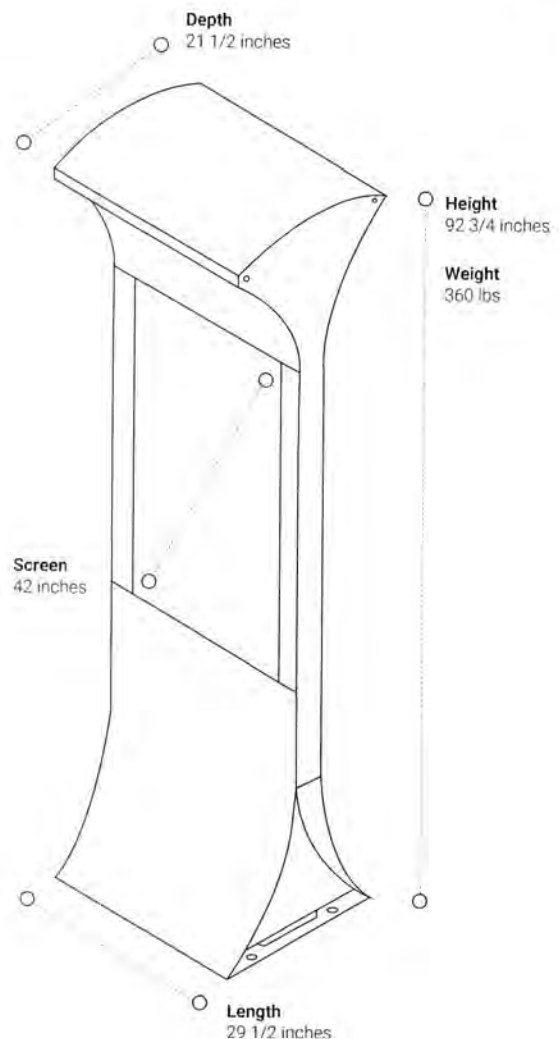
- Sixteen shades of grey
- 42" screen size
- High resolution imaging

### Beautiful, sturdy design

- Structure: steel
- Finish: zinc & polyester powder coated

### Simple, four bolt installation

- Suggested anchors
- 8" 1/2 dia. threaded rods
- 1/2" theft proof nuts



# Customize your Soofa Sign pilot to fit your community.



## Communication Platform

Landowner owns the rights to all communication and branding on the Sign. No advertising is allowed.



## Digital Advertising Allowed Sponsorship not Allowed

Cost of the sign is partially subsidized by digital advertising. Landowner owns the rights to the vinyl design.



## Digital Advertising and Sponsorship Allowed

Cost of the sign is partially subsidized by digital advertising and sponsorship of the vinyl design.



Interested in bringing Soofa Signs to your community?

Get in touch with our team at [soofadigital.com/landowner-form](https://soofadigital.com/landowner-form)



**General Services Agreement for Soofa Sign**  
City of Ottumwa and Changing Environments, Inc.

March 2, 2022

**SUMMARY**

Product	Soofa Sign
Units	1
Upfront price per unit	\$25,000
Upfront total price	\$25,000
Annual Cost per unit in years 2-3	\$6,200
Total annual cost each year 2-3	\$6,200
<b>Total costs for 3 year contract</b>	<b>\$37,400</b>

## **DEFINITIONS:**

For the purposes of this Agreement, the term "Licensee" shall refer to CITY OF OTTUMWA unless the context clearly requires otherwise.

### **1. OVERVIEW**

**Hardware product overview:** Soofa Signs are 100% solar powered and wirelessly connected via cellular network. Just four square feet of sidewalk space required; four bolts into the ground and 30 minutes to install to run a real time communication platform.

**Software product overview:** Web based content management system called Soofa Talk ([www.soofatalk.com](http://www.soofatalk.com)). Allows your team to post content anytime to your signs by neighborhood.

**Screen content:** The 42" electronic paper screen displays rotating local, relevant content shared by the Licensee local businesses, and the public, alongside customized applets. Changing Environments manages and reviews all content before it goes live on the Sign.

**Scope & Cost:** This Agreement covers the following product deliverables: installation of \$25,000/sign for 1 sign (\$25,000 total), location agreed upon with the Licensee; content management and restrictions; sensor integration and data collection; and net revenue share. Revenue share will be 20% with the Licensee after Soofa has recouped all initial investment and maintenance costs.

The Licensee shall be invoiced a 30% deposit of the full amount on the day the order is placed. The remaining 70% will be invoiced in one installment on the day that the first Soofa Sign is installed and shall be due and payable within thirty (30) days from the date of invoice. Annual service fees will be invoiced in full beginning in the second year on the anniversary of the installation date and will be due and payable within thirty (30) days from the date of invoice. All payments must be made in US dollars and made by check or electronic transfer.

**Term:** The Agreement will begin on 03/25/2022 and will run for three (3) years on the anniversary of the installation date. The Agreement will automatically renew for two (2) additional years on the anniversary of the installation date unless either party withdraws from the agreement with at least 90 days written notice prior to the end of the current term.

**Ownership:** All Soofa Signs constructed, installed, and maintained, including embodied intellectual property, shall remain the ultimate ownership of Changing Environments. Changing Environments will also manage the content administrator role. Changing Environments will perform regular maintenance and cleaning if there are three (3) or more signs installed.

In the event that the Licensee enters into an agreement for less than three (3) Soofa Signs, the Licensee is responsible for regular maintenance and cleaning. Changing Environments will make all reasonable best efforts to remotely monitor signs for optimal performance and will provide maintenance guidelines to the Licensee for the Soofa Sign.

In the event that the Licensee installs the Soofa Signs, the Licensee agrees to indemnify, defend, and hold harmless Changing Environments, its employees, officers, or agents from any and all claims, losses, damages, expense, or liability associated with the physical installation of Soofa Signs.

**Sensor Integration & Data Collection:** Sensor integration for data collection via proprietary sensor for accurate revenue reporting. No personally identifiable information will be collected and any data produced as part of this program remains the property of Changing Environments. The Licensee will be provided access to reporting through SoofaTalk.com and provision of the sensor data, reports, or derivative works thereof to third parties for any purposes is prohibited.

## **2. INSTALLATION**

Final locations to be determined together with the Licensee. Sign placement will not physically obstruct safe, normal pedestrian or existing operations in any location. Physical installation of the Soofa Sign will be coordinated between the Licensee and Changing Environments. The Licensee agrees to use Soofa Sign as intended, including but not limited to, bolting the sign into the concrete sidewalk.

The Licensee agrees to make the location available to Changing Environments' employees, agents, and/or independent contractors for installation. If the Licensee does not provide timely location access, Changing Environments will not be held responsible for any delays in installation.

Installation, removal and location change is solely the responsibility of Changing Environments unless explicitly granted in writing. Shall the Licensee remove or relocate a Soofa Sign without Changing Environment's approval, the Licensee assumes full responsibility of the hardware and any related accidents or liability. In the event of a Sign relocation requested by the Licensee or the Licensee's subcontractor, Soofa may withhold the associated relocation, installation and storage fees from its quarterly revenue share paid to the City.

## **3. SPONSORED & RESTRICTED CONTENT**

Changing Environments will actively seek digital and static advertisement participation from businesses and institutions throughout the duration of this Agreement and retains exclusive responsibility for procurement. The Licensee will be entitled to 20% of net revenues after Changing Environments has recouped all initial costs and may not sell, license, or solicit paid partnerships. The Licensee will have no decision making authority over the businesses and/or institutions that statically or digitally advertise on the Sign. Revenue share will be paid out quarterly to the Licensee.

Changing Environments retains exclusive responsibility for the procurement and maintenance of paid content sponsors (advertisers) for 80% of the airtime through Soofa Talk for the Soofa Signs. The Licensee cannot sell in part or in whole their 20% reserved digital airtime through Soofa Talk.

Changing Environments retains the ultimate right to review all content before it is live and reserves the right to reject any advertisement which is in violation of any law, false, misleading or deceptive, or contrary to community standards. The Licensee agrees to Changing Environments' Privacy Policy in the use of SoofaTalk.com.

## **4. INSURANCE**

Changing Environments shall purchase and maintain, at its expense and during the term of this Contract, all insurance required by the applicable laws of Iowa.

## **5. INDEMNIFICATION**

The Licensee shall indemnify, defend, and hold harmless Changing Environments, its employees, officers, and agents from and against any claim, loss, damages, injury, expense, judgment or liability associated with the

Soofa Sign to the extent such claim, loss, damages injury, expense, judgment or liability is caused by the willful, reckless, or negligent act or omission of the Licensee, its employees, officers and/or agents.

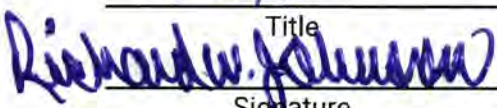
**6. TERMINATION**

The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) calendar days' written notice in the event of substantial failure by the other party to perform in accordance with terms through no fault of the terminating party.

**7. AGREEMENT**

This agreement represents the full understanding between both parties and addendums may be added that either supplement or supersede existing terms, due to expansion of scope or related activities, only if agreed upon by both parties in writing.

**8. ACCEPTANCE**

<u>Changing Environments, Inc.</u> Company Name	<u>City of Ottumwa</u>
<u>Holly McKenna</u> Full Name	<u>Richard W. Johnson</u> Full Name
<u>VP, Sales &amp; Marketing</u> Title	<u>MAYOR</u> Title
<u>Signature</u>	<u></u> Signature
<u>Date</u>	<u>4.19.2022</u> Date

**BILLING ADDRESS**

Please provide:

Billing Name: City of Ottumwa

Bill Address: 105 E Third St. Ottumwa IA 52501

Billing Email : \_\_\_\_\_

**REVENUE SHARE CHECK**

Please provide:

Name for check to be addressed to: \_\_\_\_\_

Address for check to be sent to : \_\_\_\_\_

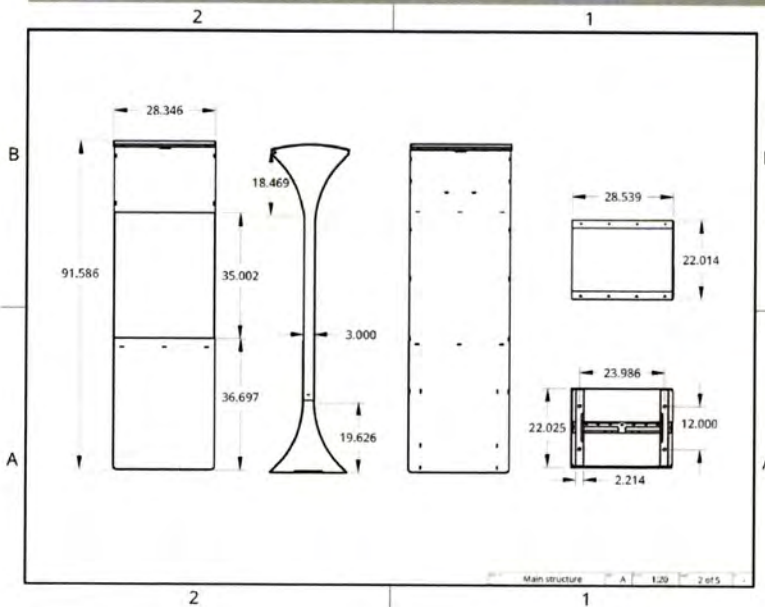
Name, Title, and Email for revenue share report : \_\_\_\_\_



**EXHIBIT A – SIGN DESIGN**



**DIMENSIONS SOOFA SIGN & INSTALLATION**



All you need is a 8" long, ½" dia. adhesive anchored on top of threaded rods, min. 4" embedded in concrete. (Proposed Hilti HY 150 Injection Adhesive Anchors). The Soofa Sign is solar-powered and has its own cell service.

**EXHIBIT B – DIGITAL CONTENT LAYOUT**

The Soofa Sign electronic paper display shares content uploaded by the Licensee, the public, and the local business community through Soofa Talk ([www.soofatalk.com](http://www.soofatalk.com)). This content is managed, approved, and curated exclusively by Changing Environments. The Licensee is entitled a minimum 20% of this digital airtime or 20% of screen real estate, whatever applicable.

Screen layouts will be determined by Changing Environments and may change during the term of the agreement.



## **EXHIBIT C – VINYL WAYFINDING DECAL**

### **Option 1: Communications Platform; Digital Advertising and Sponsorship Not Allowed**

On the back of the Soofa Sign, a wayfinding vinyl decal is placed. Changing Environments reserves the right to use up part of the display area for instructional information on how to access Soofa Talk and post to the sign.

Example decal design from the City of Chelsea shown below for reference only.



## **EXHIBIT D - RESTRICTED CONTENT**

The intention of the Soofa Sign is to promote local healthy community content. As such, all images and content displayed will be in good taste and consistent with the standards and practices of the community. Any advertisement which is in violation of any law, false, misleading or deceptive, contrary to moral or ethical standards, or contrary to community standards is prohibited. Changing Environments, via the content management system and their respective advertising contracts, will be reserved the right to reject and remove any such advertisement at its sole discretion. Changing Environments retains the final right to review to review all content uploaded before going live. Changing Environment relinquishes all responsibility for content uploaded to SoofaTalk.

In the event that content does not appear to meet the standards listed herein at the sole discretion of the Licensee, the Licensee must provide written notice to Changing Environments regarding the content in question. When deemed to be in violation of community standards, non-compliant content will be removed from display as soon as administratively feasible, but in no case longer than 4 hours from written notice during regular business hours.

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 19, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3191-2022: AN ORDINANCE AMENDING THE  
SUBDIVISION CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF  
NEW HOUSING BY AMENDING SECTIONS OF THE MUNICIPAL CODE

\*\*\*\*\*

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

RECOMMENDATION: Pass second consideration of Ordinance No. 3191-2022.

DISCUSSION: In addition to the 2022 Ottumwa Housing Plan, RDG Planning and Design prepared a code review memo with recommendations for improvements to the City code that would help execute the recommendations and vision included in the study. Several of those revisions related the Subdivision Ordinance.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

The Subdivision Ordinance addresses the process for approving a plat which divides property into three or more lots. New subdivisions would allow for areas of new development to be divided into lots to build homes. These changes seek to make that process easier for developers and to allow for subdivisions that are harmonious with existing development. Changes include:

Section 1: Currently the code does not allow for alleys in new subdivisions. This change would encourage alleys in new subdivisions. Many existing neighborhoods have alleys and these alleys allow for parking arrangements that maximize space in an affordable development. Alleys also reduce the cost of City work in the public right-of-way. Except where justified, subdivisions with alleys would locate utilities in the alley.

Section 2: Currently the code requires new subdivisions to have lots which are at least 60 feet wide, 100 feet deep and 7,000 square feet in total area. This change would allow any lot dimensions which conform to the minimum lot size for the zoning district the subdivision is located in.

Section 3: This section removes the authority of the Planning Commission and City Council to impose additional rules to protect the character of proposed subdivisions. RDG notes that these requirements would be imposed late in the process after developers have sunk significant cost and allowing for them is a deterrent to new development. The code already describes the most important elements the City is concerned with (parking, street design, lot size, etc.).

**ORDINANCE NO. 3191-2022**

**AN ORDINANCE AMENDING THE SUBDIVISION CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 33-101, 33-106 AND 33-108 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.**

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

**SECTION ONE.** Section 33-101 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-101 in its entirety and enacting the following in lieu thereof:

**Sec. 33-101. – Alleys in residential districts.**

Alleys are encouraged in residential districts. Except where justified, subdivisions with alleys shall locate utilities in alleys rather than street right-of-way.

**SECTION TWO.** Section 33-106 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-106 in its entirety and enacting the following in lieu thereof:

**Sec. 33-106. – Lots.**

- (a) All residential lots shall comply with the lot size and dimensions required by the zoning district in which they are located.
- (b) The foregoing requirements apply only to residential lots served by public sanitary sewer. In the case of lots not so served, such lots shall be of sufficient additional area to properly accommodate a suitable private sewage disposal device. The city plan commission will determine the required lot size upon report of appropriate tests and adequate determination and recommendation of the city health officer.
- (c) Corner lots should have a width one-third greater than adjoining lots to provide adequate vision clearance at street intersections.
- (d) In all lots, so far as possible, the sidelines shall be perpendicular or radial to the street on which the lot faces.
- (e) Double frontage and reverse frontage lots should be avoided, except where their use will produce definite advantages in meeting special situations in relation to topography, sound site planning and proper land use.

**SECTION THREE.** Section 33-108 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-108 in its entirety and renumbering as necessary.

**SECTION FOUR.** Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION FIVE.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION SIX.** 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 SEVEN.** 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 the 5 day of April, 2022.

PASSED on its second consideration the 19 day of April, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF OTTUMWA, IOWA

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

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

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by failure of vote taken to repass.

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

ATTEST:

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



**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of: Apr 19, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3192-2022: AN ORDINANCE AMENDING THE ZONING CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS OF THE MUNICIPAL CODE

\*\*\*\*\*

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

RECOMMENDATION: Pass second consideration of Ordinance No. 3192-2022

DISCUSSION: The 2022 Ottumwa Housing Plan and RDG's code review memo are the basis for these improvements to the City code that would help execute the recommendations and vision included in the housing study.

Several of these changes relate to so-called Missing Middle Medium Density Infill Development. Middle density infill is one of the core recommendations of the study. References to Housing Opportunity

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

infill included in the study would provide for a program where the Council would adopt prototype site plans by resolution. On a vacant, infill lot, any developer or builder could construct to the site plan without need for variance or special review. This year's capital budget provides funding to develop these prototypes to present to council.

The full list of code changes includes:

Section 1: This section creates definitions for Infill Development and Housing Opportunity Medium Density Infill Development.

Section 2: This section adds Housing Opportunity Medium Density Infill as a zoning use type.

Section 3: This section adds Housing Opportunity Medium Density Infill to Table 38-115, the Zoning Use Matrix. This matrix shows what use types are permitted or excluded in each zone. Housing Opportunity Medium Density Infill would be permitted in R-1 through R-5, C-1 through C-3 and I-1 according to supplemental regulations in Sec. 38-870(e) or Section 19 of this ordinance.

Section 4: This section clarifies that mixed-use buildings and mixed-use development are permitted in the C-1 through C-4 and -11 zones provided that each use type is permitted in the zone. Mixed-use development is development sharing a lot or building which has multiple uses, such a first floor commercial and upper-story housing.

Section 5: This section removes the R-1 60 and R-1 70 zoning districts. No part of Ottumwa is currently zoned R-1 60 or R-70. All R-1 districts would have a minimum lot area of 6,000 square feet and a minimum lot width of 50 feet. New development could go larger, but this reflects the size of existing neighborhoods. This section also adds regulators for Housing Opportunity Medium Density Infill which refer to the supplemental regulation.

Sections 6 through 11: These sections add regulators for Housing Opportunity Medium Density Infill to other zoning districts. Similarly, they reduce required lot sizes to conform closer to existing lot sizes. Many single family homes in the R-2 and R-4 district which cover over one third of all residential neighborhoods by area are on lots smaller than 60 feet, even though the code sets 60 feet as the minimum size. As a result, staff routinely must provide letters lenders when these homes go up for sale clarifying that property owners could rebuild within two years of a fire destroying their home. Additionally, this effectively prevents building on many vacant lots without obtaining a variance or other special permission. New development could always go larger to satisfy market demand, but these changes preserve the viability of existing neighborhoods.

Section 12: This section clarifies that multifamily housing is permitted in the CS-1 district and adds townhouse and Housing Opportunity as permitted uses. Adaptive reuse for malls and other large retail into housing or mixed use with housing on the fringe of large shopping centers is a growing trend and this allows us to capitalize on that for our beleaguered mall area.

ORDINANCE NO. 3192-2022

AN ORDINANCE AMENDING THE ZONING CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 38-41, 38-74, 38-115, 38-117, 38-206, 38-236, 38-266, 38-296, 38-326, 38-386, 38-418, 38-453, 38-457, 38-585, 38-870, 38-876 AND 38-940 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

**SECTION ONE.** Section 38-41 of the municipal code of the City of Ottumwa is hereby amended by adding a definition:

*Infill development* means new development that is sited on vacant or undeveloped land within an existing community, and that is enclosed by other types of development.

*Housing Opportunity Medium Density Infill* means residential medium density infill development authorized by administrative process which conforms to an approved prototype site plan established by resolution.

**SECTION TWO.** Section 38-74 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-74 in its entirety and enacting the following in lieu thereof:

**Sec. 38-74. – Residential use types.**

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

- (1) *Single-family residential*. The use of a site for one dwelling unit, occupied by one family. Mobile home units, as defined by this section, are not a single-family residential use type.
  - a. *Single-family residential (attached)*. A single-family residential use in which one dwelling unit is located on a single lot and is attached by a common vertical wall to only one other adjacent dwelling unit on another single lot.
  - b. *Single-family residential (detached)*. A single-family residential use in which one dwelling unit is located on a single lot, with no physical or structural connection to any other dwelling unit.
- (2) *Duplex residential (conversion)*. The use of a legally-described lot for converting one dwelling unit into two dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.
- (3) *Duplex residential (new)*. The use of a legally-described lot for two new dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.
- (4) *Townhouse residential*. The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical side walls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.
- (5) *Multiple-family residential (conversion)*. The conversion of a building with one or two dwelling units into a building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.

- (6) *Multiple-family residential (new)*. A new building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.
- (7) *Downtown residential*. The use of upper levels above street level of a building within the central business district of the city for single- or multiple-family residential uses.
- (8) *Group residential*. The use of a site for the residence of more than three unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units. Group residential uses are limited to facilities that are officially recognized or operated by a college or university, government agency, or nonprofit organization. Typical uses include fraternity or sorority houses and dormitories not incorporated into a college and university use type.
- (9) *Boardinghouse*. The use of a site for the residence of more than four unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units.
- (10) *Mobile home park*. Use of a site under single ownership for one or more mobile home units. Generally, the land on which mobile homes are placed in a mobile home park is leased from the owner of the facility.
- (11) *Retirement residence*. A building or group of buildings which provide residential facilities, provided that 75 percent of the residents are at least 60 years of age, or households headed by a householder of at least 60 years of age. A retirement residence may provide a range of residential building types and may also provide support services to residents, including, but not limited to, food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities, and transportation services. The retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences may include additional health care supervision or nursing care.
- (12) *Housing Opportunity Medium Density Infill*. Residential infill development authorized by an administrative process which conforms to an approved prototype site plan established by resolution.

**SECTION THREE.** Table 38-115 Use Matrix is hereby amended by inserting the following in *Residential Uses*:

Zoning Districts	AG	Residential Districts							Commercial					Industrial		Supplemental Use Reg.		
		R	R1	R2	R3	R4	R5	RMHP	C1	C2	C3	C4	B	P	I1		I2	
Housing Opportunity Medium-Density Infill			P	P	P	P	P		P	P	P					P		38-870(e)

**SECTION FOUR.** The zoning code of the City of Ottumwa is hereby amended by enacting a new section 38-117:

**Sec. 38-117. – Mixed-use buildings and mixed-use development.**

Provided that each use type is permitted in the individual base zoning district in which the structure or development is located, mixed-use buildings and mixed-use development shall be permitted in the following zoning districts:

- (a) C-1 Neighborhood Commercial District
- (b) C-2 Community Commercial District
- (c) C-3 Commercial Mixed-Use District

- (d) C-4 Downtown Mixed-Use District
- (e) I-1 Limited Industrial District

**SECTION FIVE.** Section 38-206 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-206 in its entirety and enacting the following in lieu thereof:

**Sec. 38-206. – Purpose.**

The R-1 districts are intended to provide for single-family residential development, with gross densities from approximately five units per acre to approximately seven units per acre. These areas generally include single-family dwellings on varying size lots with supporting community facilities and urban services, including city water and sanitary sewer service.

Table 38-206. Site Development Regulations for R1 Zoning District

Regulator	One-Family Detached	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit			
Minimum lot area (square feet)	6,000	None	15,000
Minimum lot width (feet)	50	None	100
<b>Minimum Yards</b>			
Front yard	20	None	30
Side yard	4	None	10
Street side yard, corner lot <sup>2</sup>	15	None	
Rear yard	25	None	
Maximum height (feet) <sup>3</sup>	35	None	60
Maximum amount of total parking located in street yard	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION SIX.** Section 38-236 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-236 in its entirety and enacting the following in lieu thereof:

**Sec. 38-236. – Purpose.**

The R-2 district is intended to provide for low/moderate density residential development, with gross densities generally between approximately six and ten units per acre. These developments include single-family dwellings on moderate-sized lots and two-family dwellings or duplexes/bi-attached homes.

Table 38-236. Site Development Regulations for R2 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit					
Minimum lot area (square feet)	5,000	3,500 per unit	7,000	None	10,000
Minimum lot width (feet)	50	35 per unit	70	None	75
<b>Minimum Yards</b>					
Front yard	20	20	20	None	30
Side yard	4	5	5	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	None	
Rear yard	25	25	25	None	
Maximum height (feet) <sup>3</sup>	35	35	35	None	60
Maximum amount of total parking located in street yard	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION SEVEN.** Section 38-266 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-266 in its entirety and enacting the following in lieu thereof:

**Sec. 38-266. – Purpose.**

The R-3 district is intended to provide for moderate-density mixed residential development including small lot single-family dwellings, two-family dwellings, and townhouses with gross densities at about 12 dwellings per acre. Townhouse buildings are limited to no more than six dwellings in a row.

Table 38-266. Site Development Regulations for R3 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit				3,500		
Minimum lot area (square feet)	5,000	3,500 per unit	7,000	2,000	None	10,000
Minimum lot width (feet)	50	35 per unit	70	20	None	75
<b>Minimum Yards</b>						
Front yard	20	20	20	20	None	30
Side yard	4	5	5	10 <sup>3</sup>	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	15	None	
Rear yard	25	25	25	25	None	
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	None	60
Maximum amount of total parking located in street yard	0	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION EIGHT.** Section 38-296 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-296 in its entirety and enacting the following in lieu thereof:

**Sec. 38-296. – Purpose.**

The R-4 district is intended to provide for medium-density development, including small lot one- and two-family development, townhouse, and multifamily residential development, with gross densities up to about 17 units per acre depending on the project size. This district is oriented towards accommodation of townhouse projects and typical three-story walkup apartment buildings.

Table 38-296. Site Development Regulations for R4 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit				3,000	2,500		
Minimum lot area (square feet)	4,500	3,000 per unit	7,000	2,000	10,000	None	10,000
Minimum lot width (feet)	45	30 per unit	70	20	70	None	75
Minimum Yards							
Front yard	20	20	20	20	25	None	30
Side yard	4	5	5	10 <sup>2</sup>	5	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	15	20	None	
Rear yard	25	25	25	25	25	None	
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	35 or 3 stories	None	60
Maximum amount of total parking located in street yard	0	0	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION NINE.** Section 38-326 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-326 in its entirety and enacting the following in lieu thereof:

**Sec. 38-326. – Purpose.**



The R-5 district is intended to provide for high-density development, including small lot one- and two-family development and multifamily residential development, with gross densities up to 43 units per acre depending on the project size. This district is oriented towards accommodation of multi-story apartment developments, including senior housing projects.

Table 38-326. Site Development Regulations for R5 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit				3,000	1,000		
Minimum lot area (square feet)	4,500	3,000 per unit	7,000	2,000	10,000	None	10,000
Minimum lot width (feet)	45	30 per unit	70	20	70	None	75
Minimum Yards							
Front yard	20	20	20	20	25	None	30
Side yard	4	5	5	10 <sup>3</sup>	5	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	15	20	None	
Rear yard	25	25	25	25	25	None	
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	75	None	60
Maximum amount of total parking located in street yard	0	0	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION TEN.** Section 38-386 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-386 in its entirety and enacting the following in lieu thereof:

**Sec. 38-386. – Purpose.**

The C-1 neighborhood commercial district is intended for neighborhood shopping facilities and mixed-use development serving the needs of residents of a surrounding residential area. Allowed commercial and office uses are generally compatible with nearby residential areas in scale and intensity. Site development regulations are intended to ensure compatibility in size, scale, and site characteristics with these residential environments. C-1 districts are generally most appropriate at intersections of collector and/or arterial streets, at the edge of residential areas, in planned commercial areas in newly developing residential districts, or at other locations where local commercial services are desired.

Table 38-326. Site Development Regulations for C1 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses or Mixed-Uses
Site area per housing unit				3,500	1,000		1,000
Minimum lot area (square feet)	5,000	3,000 per unit	7,000	2,000	10,000	None	None
Minimum lot width (feet)	50	30 per unit	70	20	70	None	None
<b>Minimum Yards</b>							
Front yard	20	20	20	20	25	None	20
Side yard	4	5	5	10 <sup>3</sup>	5	None	0 <sup>4</sup>
Street side yard, corner lot <sup>2</sup>	15	15	15	15	15	None	20
Rear yard	25	25	25	25	30	None	0 <sup>5</sup>
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	75	None	35
Maximum amount of total parking located in street yard	0	0	0	0	50%		100%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

<sup>5</sup> No side or rear yard except where apartments are above a store or shop, a rear yard of 20 feet shall be provided and where adjacent to an AG or R district, a side yard of ten feet and a rear yard of 20 feet shall be provided.

**SECTION ELEVEN.** Section 38-418 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-418 in its entirety and enacting the following in lieu thereof:

**Sec. 38-418. – Purpose.**

The C-2 community commercial district accommodates commercial, mixed-use and office facilities that serve the needs of markets ranging from an area of several neighborhoods to the overall region. While permitted commercial and office uses are generally compatible with nearby residential areas, traffic and operating characteristics of some uses may have an impact on adjacent residential neighborhoods. Use regulations may require a conditional use permit for these selected uses. C-2 districts are most appropriate at intersections of collector and arterial streets, at the junction of several neighborhoods, along major commercial or mixed use corridors, or at substantial commercial subcenters. The district also permits other uses with similar urban impacts to substantial commercial development.

Table 38-326. Site Development Regulations for C1 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses or Mixed-Uses
Site area per housing unit				3,000	1,000		1,000
Minimum lot area (square feet)	5,000	3,000 per unit	7,000	2,000	10,000	None	None
Minimum lot width (feet)	50	30 per unit	70	18	70	None	None

Minimum Yards							
Front yard	20	20	20	20	25	None	None
Side yard	4	5	5	10 <sup>3</sup>	5	None	None
Street side yard, corner lot <sup>2</sup>	15	15	15	15	15	None	None
Rear yard	25	25	25	25	30	None	None
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	75	None	45
Maximum amount of total parking located in street yard	0	0	0	0	50%		80%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION TWELVE.** Section 38-453 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-453 in its entirety and enacting the following in lieu thereof:

**Sec. 38-453. – Principle use regulations.**

The following uses shall be permitted in this district:

- (1) Business and professional offices, included medical, dental and eye care clinics.
- (2) Retail sales.
  - a. Animal hospital, veterinary clinic or kennel, providing an exercising runway shall be at least 200 feet from any R district.
  - b. Bakeries.
  - c. Bicycle shops.
  - d. Book stores.
  - e. Bowling alleys, billiard parlors and ballrooms.
  - f. Camera shops.
  - g. Candy shops.
  - h. Car washes, both manual and automated, provided the principal building is at least 100 feet from an R district.
  - i. Clothing stores.
  - j. Convenience stores.
  - k. Delicatessen.

- l. Drive-in or drive-through eating and drinking establishments provided the principal building is at least 100 feet from any R district.
- m. Drug stores or pharmacies.
- n. Eating or drinking establishments, except drive-in or drive-through establishments.
- o. Fabric stores.
- p. Florists.
- q. Gift shops.
- r. Grocery stores or supermarkets.
- s. Home electronics stores, including TV sales and service.
- t. Home improvement, lumber, and hardware retail sales. Storage of home improvement, lumber, and hardware merchandise may be permitted in a secondary building if the secondary building is enclosed on three sides and the square foot area of the secondary building does not exceed 25 percent of the principal retail sales building. Permitted storage and/or display are subject to site plan approval per section 38-452, procedures. Adequate visual screening by the principal building and/or landscaping is required.
- u. Ice cream parlors.
- v. Jewelry stores.
- w. Libraries.
- x. Pet stores.
- y. Sales and service of new and used automobiles, new and used motorcycles, incidental to said sale of new automobiles and motorcycles. Including as incidental to these major uses shall be all repair work in connection with their own and customer vehicles, but not including uses in which the major source of revenue is from body and fender work. In addition, this shall not be construed to include auto wrecking and rebuilding and resale of used parts.
- z. Service stations, automotive parts store, provided no rebuilding or machining of automobile or truck parts is performed, minor service of vehicle but not including major mechanical overhauling, paint, and bodywork.
- aa. Shoe stores.
- bb. Sporting goods stores.
- cc. Stationery and office supply shops.
- dd. Theaters.
- ee. Variety stores, department stores, including toy stores.
- ff. Video and audio sales.

(3) Service.

- a. Banks or automated teller machines.
- b. Beauty shops or barbershops.
- c. Dry cleaners, excluding commercial laundries.
- d. Employment agencies.
- e. Health clubs or fitness studios.
- f. Interior decorating.
- g. Shoe repairs.
- h. Travel agencies.
- i. Veterinary surgical clinics.
- j. Watch repairs.
- k. Hotels, motels, and other lodging facilities, not including extended stay facilities.
- l. Conference centers or meeting halls.

(4) Housing.

- a. Multifamily housing with a gross density of up to 43 units per acre.
- b. Townhouse housing with a gross density of up to 12 units per acre. Townhouse developments shall include no more than six dwellings per row.

c. Housing Opportunity Medium-Density Infill which complies with Sec. 38-807(e).

**SECTION THIRTEEN.** Section 38-457 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-457 in its entirety and enacting the following in lieu thereof:

**Sec. 38-457. – Off-street parking.**

- (1) There shall be a minimum of three parking spaces per 1,000 square feet of building area.
- (2) The requirements of article XXX of this chapter shall serve as the parking criteria for out-lot parcels during site plan review.
- (3) Parking for Housing Opportunity Medium-Density Infill development shall comply with the site plan prototype as described in Sec. 38-870(e).

**SECTION FOURTEEN.** Section 38-585 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-585 in its entirety and enacting the following in lieu thereof:

**Sec. 38-585. – Purpose.**

The I-1 district provides appropriate space for light industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.

Table 38-585. Site Development Regulations for II Zoning District

Regulator	Permitted Residential Use	Other Permitted Uses
Minimum district size (square feet)	None	None
Minimum lot area (square feet)	Same as for the R-5 district	None
Minimum lot width (feet)	Same as for the R-5 district	None
Minimum Yards		
Front yard	Same as for the R-5 district	None
Side yard	Same as for the R-5 district	None
Street side yard, corner lot <sup>1</sup>	Same as for the R-5 district	None
Rear yard	Same as for the R-5 district	None
Maximum height (feet) <sup>2</sup>	Same as for the R-5 district	None
Maximum amount of total parking located in street yard	Same as for the R-5 district	100%

**SECTION FIFTEEN.** Section 38-870 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-870 in its entirety and enacting the following in lieu thereof:

**Sec. 38-870. – Same—Residential uses.**

- (a) *Single-family detached design standards.* All single-family detached dwellings for which a building permit has been issued on or after the date of chapter adoption, shall comply with the following minimum design standards:
  - (1) The dwelling shall have a minimum length and width of at least 20 feet.
  - (2) Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes.

- (b) *Downtown and group residential in CBD district.* Downtown and group residential uses are permitted in the CBD district only on levels above street level. A unit or units specifically designed for occupancy by disabled residents may be developed at street level, subject to approval by the board of adjustment.
- (c) *Mobile home parks.* Mobile home parks and mobile home residential use are permitted in the R-MHP district. Such use may be configured in a mobile home park. Following the effective date of the ordinance from which this section derives, no mobile home shall be located outside of a mobile home park. A mobile home park is subject to compliance with the following regulations:
  - (1) Site plan required. No person shall make alterations, construct, expand or remodel a manufactured home community or mobile home park within the city without first submitting a site plan of the proposed development as required by this chapter.
  - (2) Certification.
    - a. A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection, and any other applicable requirements shall be required of all mobile home parks.
    - b. The building official is authorized to perform an annual inspection of any mobile home park to ensure compliance with these regulations.
    - c. Before being located, whether permanently or for a temporary period of time allowed by a temporary permit, all mobile homes located in the city limits shall display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976.
  - (3) Mobile home park area requirements. Mobile home parks or manufactured home communities shall be designed and maintained in accordance with the following requirements:
    - a. A mobile home park shall be considered to be one zoned lot. The minimum contiguous area of a mobile home park shall be five acres.
    - b. The maximum gross density of a mobile home park shall be eight units per acre.
    - c. Each yard abutting on a perimeter street shall be considered a front yard and shall be a minimum of 50 feet in depth.
    - d. All other perimeter yards shall have a minimum depth of 50 feet when adjacent to other than a mobile home park, and 35 feet when adjacent to another mobile home park.
    - e. Recreational areas shall be provided at a minimum of 250 square feet for each individual lot. This area shall be in addition to any common space provided to offset lot size reduction and shall also comply with provisions of the mobile home park ordinance as contained in this Code.
    - f. Mobile home park accessory uses may include direct service facility buildings, park management buildings, maintenance buildings, community buildings, and other uses of a similar nature. Maximum building height shall be two stories.
  - (4) Signage. One permanent, illuminated, non-flashing identification sign shall be permitted at any entrance to a mobile home park. Such sign shall be of ornamental metal, stone, masonry, or other permanent material and shall indicate only the name of such mobile home park. Such sign shall not exceed 18 square feet in surface area and the maximum height above street grade shall be as follows: Such sign located on the property line shall not exceed two feet in height; however, such sign may be located in a required yard and for every three feet such sign is set back from the property line, the sign may be one foot greater in height up to a maximum of six feet.
  - (5) Mobile home spaces; minimum requirements.
    - a. There shall be provided and maintained, a minimum distance of 25 feet between mobile homes.

- b. The individual mobile home lot shall contain no fewer than 4,000 square feet. However, such lot area may be reduced by an amount equal to an area included in common space defined as an area permanently reserved as open space, not including individual lots, parking areas, or streets, contiguous and immediately available to the lot or lots having reduced minimum areas, and by location, size, shape and landscaping obviously primarily for the utilization and enjoyment of the inhabitants of said contiguous lots.
- (6) Parking.
  - a. Two off-street spaces per mobile home space.
  - b. Community recreation facilities shall have one space for every 15 mobile homes.
  - c. Centralized storage areas for recreation vehicles shall be provided. These requirements may be modified by the planning and zoning commission in order to provide a better design of the mobile home park.
- (7) Street access and circulation requirements.
  - a. Access to public street. Each mobile home park must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
  - b. Vehicular circulation. The mobile home park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 100 feet. No such cul-de-sacs may exceed 300 feet in length.
  - c. Separation between units and circulation areas. The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
  - d. Street and sidewalk standards. All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
- (8) Foundation requirements. Each home shall be skirted within 30 days of its placement in the park. Skirting materials shall be compatible with the exterior finish of the mobile home.
- (9) Financial responsibility. Each application for a mobile home park shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
- (10) Completion schedule. Construction must begin on any approved mobile home park within one year of the date of approval by the planning and zoning commission and city council. Such construction shall be completed within two years of approval, unless otherwise extended by the commission.
- (d) *Residential Conversions*. In addition to the condition use permit requirements in section 38-998, duplex and multiple-family residential conversions are subject to the following requirements:
  - (1) Dwelling unit size. All dwelling units in a multiple-family residential conversion must be at least 500 square feet and subject to the habitable space requirements of the building and housing codes.
  - (2) Existing nonconforming conversions.
    - a. Expansion. A nonconforming residential conversion cannot add new dwelling units in addition to what exists at the time of adopting the ordinance from which this section derives. If the number of available dwelling in a nonconforming building decreases, it cannot increase without a conditional use permit.
    - b. Discontinuation or abandonment. If a nonconforming use is discontinued or abandoned for a continuous period of one year, the nonconforming use is terminated. Following termination such building shall not be used as a duplex or multifamily residential conversion without a conditional use permit and shall otherwise revert to its original use.



(e) *Housing Opportunity Medium-Density Infill*. All Housing Opportunity Medium-Density development for which a building permit has been issued on or after the date of chapter adoption, shall comply with the following minimum design standards:

(1) All development shall conform to a prototype site plan included in the Housing Opportunity Medium-Density Site Plan Prototypes established by resolution.

**SECTION SIXTEEN.** Section 38-876 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-876 in its entirety and enacting the following in lieu thereof:

**Sec. 38-876. – Permitted accessory uses—Residential properties.**

(f) *Permitted accessory uses*. Residential uses may include the following accessory uses, activities and structures on the same lot:

- (1) Private garages and parking for the residency use.
- (2) Tool houses/sheds.
- (3) Accessory dwelling units in single-family homes.
- (4) Swimming pools, tennis courts or similar structures.
- (5) Home occupations, subject to the provisions of this chapter.
- (6) Leasing of rooms within the dwelling unit to two or fewer persons who are not members of the family therein residing.
- (7) Off-street parking subject to the provisions of this chapter.
- (8) Farm accessory buildings and structures.
- (9) Yard and garage sales. Yard and garage sales, flea markets, and other sales for more than five consecutive days or more than two times a calendar year are not permitted. All such sales must be operated so as not to create a nuisance from scattered and/or windblown items.
- (10) Noncommercial convenience services. For the primary use of residents in multifamily uses or mobile home parks, including laundromats, clubhouses and post offices.

(g) *Accessory buildings, structures and garages*.

- (1) *Time of construction*. No accessory building, accessory structure, or garage shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
- (2) *Definition and allowable use*. An accessory building is a building constructed for use as an accessory building for the storage of materials and equipment accessory to a primary use located on a property. For the purposes of this chapter, cargo containers, transport containers, industrial application mechanical housing or storage units, railroad cars, truck vans, converted mobile homes, trailers, recreational vehicles, bus bodies, vehicles and other prefabricated items or modified structures originally manufactured for purposes other than the residential storage of goods and materials shall not be used as accessory buildings, structures, or garages within any residential district or on any property the primary use of which is residential.
- (3) *Percentage of required rear yard area occupied*. Except for accessory dwelling units, no detached, accessory structure, accessory building, or buildings shall occupy more than 35 percent of the rear yard area. This area shall include the area measured the full width of the lot, lying between the rear lot line and the closest portion of the main building.
- (4) *Maximum size of accessory buildings*. The maximum size of the aggregate of all detached structures for single-family detached, single-family attached, or duplex residential uses shall not exceed 1,200 square feet. A detached garage, along with all other accessory buildings, must not exceed a maximum of 35 percent rear yard area coverage limitation. If compliant with the maximum rear yard coverage limitation, detached accessory buildings

may exceed the maximum aggregate allowance limitation, subject to approval of a conditional use permit through the zoning board of adjustment.

- (5) *Height of accessory buildings in required rear yards.* No detached accessory building or accessory structure located in a required rear yard area shall exceed 18 feet in height.
  - (6) *Location.* No detached accessory building shall be located closer to the road than the front of the main building, unless approved by a conditional use permit. On corner lots, no detached accessory building shall be located closer to the road than the front and side of the main building, unless approved by a conditional use permit.
- (h) *Accessory dwelling units.* Accessory dwelling units (ADU's) are permitted in single-family homes where the property is in compliance with the permitted use and bulk regulation requirements of this chapter, subject to the following additional requirements.
- (1) The review and approval of an ADU application is by staff administrative process. The proposed ADU must meet all the requirements of the city building code and all other applicable city requirements.
  - (2) The size of the lot on which an ADU is proposed must equal at least the minimum lot size for the single-family home in the relevant zoning district.
  - (3) Only one ADU is permitted on a single-family property. The ADU may be either attached or detached. In both cases, all of the requirements of this section must be met.
  - (4) The owner of the subject property must reside in one of the dwelling units on the property.
  - (5) The ownership of the property may not be divided into separate condominium ownership of each separate unit.
  - (6) One off-street parking space, in addition to the parking requirement for the single-family home, must be provided in accordance with this chapter's requirements for parking on a single-family lot.
  - (7) The minimum size of the ADU is 400 square feet and the maximum size is 1,200 square feet.
  - (8) For both a detached ADU and one provided by an addition to the existing structure, the new construction must be aesthetically compatible with the existing home. The minimum width of a detached ADU is 20 feet.
- (i) *Home-based business/home occupations.*
- (1) *Statement of intent.* Home-based businesses and home occupations are permitted as an accessory use in residential units and must register and obtain a permit from the planning and development department, subject to the conditions described below. A certificate of compliance issued by the zoning enforcement officer shall be obtained before beginning any home occupation.
  - (2) *Home occupations.* Any occupation or profession conducted entirely in a dwelling unit where the only goods or services rendered in connection with the said occupation, are goods and services manufactured solely on the premises, and provided that:
    - a. No person other than members of the immediate family residing on the premises shall be engaged in such occupation.
    - b. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 50 percent of the area of any one floor of the dwelling unit, including the basement, shall be used in conducting the home occupation.
    - c. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one non-illuminated sign not exceeding two square feet in area and mounted flat against the wall of the principal building.
    - d. There shall be no stock in trade kept or any sale of commodities other than those necessary for the manufacturing of the product or rendering of the service in connection with the said occupation.

- e. In such home occupation no equipment or process shall be used which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
- f. Traffic generation and parking.
  - 1. The zoning administrator may limit total vehicle trips per day, as a condition of approval.
  - 2. Parking needs generated by a home-based business shall be satisfied with off-street parking. No more than one vehicle used in connection with any home occupation shall be parked on the property. Such parking shall not be located in a required front yard. No more than two on-street parking spaces shall be used by the home occupation at any one time.
- g. Prohibited home-based businesses/home occupations. The following activities are prohibited as home-based businesses, even if they meet the other requirements set forth in this section. This is not an all-inclusive list. Similar uses may be added by the zoning administrator.
  - 1. Tanning salons.
  - 2. Animal hospitals.
  - 3. General retail sales.
  - 4. Restaurants.
  - 5. Repair shops or service establishments that service major electrical appliance repair, motorized vehicles repair, small engines, and related items.
  - 6. Stables or kennels.
  - 7. Welding, vehicle body repair, or rebuilding or dismantling of vehicles.
  - 8. Motorized vehicle sales.

**SECTION SEVENTEEN.** Section 38-940 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-940 in its entirety and enacting the following in lieu thereof:

**Sec. 38-940. – Schedule of off-street parking requirements.**

- (a) Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 38-940.
- (b) Computation.
  - (1) When a computation of required parking results in a fraction of 0.5 or greater, the requirement shall be rounded up to the next whole number.
  - (2) Unless otherwise indicated, parking requirements are based on gross floor area.
  - (3) When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code or other official determinations of occupancy in effect for the city at the time the use is established.
  - (4) Tandem parking spaces. Tandem parking spaces (one car parked directly behind another) shall not be permitted except for single-family residences, mobile homes, or parking facilities when an attendant is on duty during the hours when the facility is being used.
  - (5) For mixed-use buildings or mixed-use developments up to 50% of required parking may be shared for uses with different operating times.
  - (6) Auto service and body repair subject to other restrictions applicable under this chapter.

Table 38-940. Minimum Off-Street Parking Requirements

<i>Agricultural Use Types</i>	
Horticulture	One space per 1,000 square feet of sales area.
Crop/animal production	No requirement.
<i>Residential Use Types</i>	
Single-family residential	One space per dwelling unit
Duplex residential	One space per dwelling unit
Multifamily residential	1.25 spaces per dwelling unit
Downtown residential	Not required
Group residential or boardinghouse	One space for each bedroom or resident, whichever is greater
Mobile home park	Two spaces per dwelling unit
Community recreation facilities	One space per 15 units
Retirement residents	One space per independent living unit; one-half space per assisted living unit
<b>Housing Opportunity Medium-Density Infill</b>	<b>Parking shall conform to the prototype site plan as described in Sec. 38-870(e)</b>
<i>Civic Use Types</i>	
Administration	One space for 300 square feet of gross floor area.
Cemetery	No requirement.
Clubs	One space per four-person capacity in largest assembly area.
College/university	One space per three full-time students.
Convalescent services	One space for four beds.
Cultural services	One space per 500 square feet of gross floor area.
Day care services	One space per five-person capacity + one space per employee of largest shift.
Group care facility	One space per four-person capacity + one space per employee of largest shift.
Group home	One space per four-person capacity + one space per employee of largest shift.
Guidance services	One space per 300 square feet.
Health care	One space per 300 square feet + one space per employee of largest shift.
Hospitals	One space per two beds + one space per employee of the largest shift.
Maintenance facilities	See Schedule A.
Parks and recreation	Established by an approved site master plan.
Postal facilities	See Schedule A.
Primary education	One space per employee of largest shift + ten stalls for visitors.
Public assembly	One space per five-person capacity.
Religious assembly	One space per four-person capacity in largest assembly area.
Safety services	One space per employee of maximum shift + one stall per 1,000 square feet
Secondary education	One space per employee of maximum shift + one space for each three 11th and 12th grade students.

Utilities	One space per employee of maximum shift.
<i>Commercial Use Types</i>	
Agriculture sales/service	See Schedule A.
Auto and equipment rental and sales, equipment repair	See Schedule A.
Auto service	Three times service capacity.
Banquet hall	One space per three-person capacity.
Bed and breakfast	One space per rentable bedroom (see section 38-872(d)).
Body repair	Five spaces per repair stall.
Business support services	One space per 500 square feet.
Campground	One space per camping unit.
Cocktail lounge	One space per 50 square feet of customer service area.
Commercial recreation	One space per four-person capacity. For bowling alleys, three spaces per lane.
Communication services	One space per 500 square feet.
Construction sales	See Schedule A.
Consumer services	One space per 200 square feet.
Convenience storage	One space per 40 storage units.
Equipment sales/service	See Schedule A.
Food sales (all types)	One space per 200 square feet.
Funeral service	One space per five seats in principal auditorium.
General retail services	One space per 300 square feet
Liquor sales	One space per 200 square feet.
Lodging	One space per unit.
Personal improvement	One space per 250 square feet.
Personal services	One space per 250 square feet.
Pet services	One space per 500 square feet.
Restaurants (drive-in)	One space per 50 square feet of customer service area.
Restaurants (general)	One space per three-person capacity in dining area.
Stables/Kennels	One space per employee + one stall per 5,000 square feet of site area.
Surplus sales	See Schedule A.
Tearoom	One space per three-person capacity in dining area.
Trade services	One space per 500 square feet.
Travel centers	One space per 200 square feet in building + one space for each fueling station.
Truck stop	One space per 200 square feet in building + one space for each fueling station.
Veterinary services	One space per 500 square feet.
<i>Office Use Types</i>	
Corporate offices	One space per 300 square feet.
General offices	One space per 250 square feet.
Financial services	One space per 250 square feet
Medical offices	Greater of one space per 250 square feet.

<i>Miscellaneous Use Types</i>	
Broadcasting tower	See Schedule A.
Non-putrescible landfill	See Schedule A.
All landfills	See Schedule A.
<i>Industrial Use Types</i>	
Agricultural industries	See Schedule A.
Light industry	See Schedule A.
General industry	See Schedule A.
Heavy industry	See Schedule A.
Railroad facilities	See Schedule A.
Resource extractions	One space per employee on largest shift.
Salvage services	See Schedule A.
Warehousing	See Schedule A.
Construction yard	See Schedule A.

(c) Schedule A. This schedule sets forth minimum off-street parking requirements for uses with elements that have different functions and operating characteristics.

Function of Element	Requirements
Office or administration	One space per 300 square feet.
Indoor sales, display or service area	One space per 500 square feet.
Outdoor sales, display or service area	One space per 2,000 square feet.
Equipment servicing or manufacturing	One space per 1,000 square feet.
Indoor or outdoor storage or warehousing	One space per 5,000 square feet.

**SECTION EIGHTEEN.** Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION NINETEEN.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION TWENTY.** 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 TWENTY-ONE.** 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 the 5 day of April, 2022.

PASSED on its second consideration the 19 day of April, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF OTTUMWA, IOWA

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

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

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by failure of vote taken to repass.

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

ATTEST:

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

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 19, 2022

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Darryl Seals*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*Ply R...*  
City Administrator Approval

AGENDA TITLE: Ordinance No. 3193-2022. Proposed Ordinance Granting an Electric Transmission Franchise to ITC Midwest, LLC.

\*\*\*\*\*

\*\*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: April 19, 2022 – Pass and Adopt Second Reading of Ordinance No. 3193-2022.

DISCUSSION: This is a proposed ordinance that will grant ITC Midwest, LLC. its’ successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an electric transmission system for a period of 25 years.

For informational purposes on services provided by ITC I pulled the following from their home page.

“Through its regulated operating subsidiaries ITC Transmission, Michigan Electric Transmission Company, ITC Midwest and ITC Great Plains, ITC owns and operates high-voltage transmission infrastructure in Michigan, Iowa, Minnesota, Illinois, Missouri, Kansas and Oklahoma, and in development in Wisconsin. These systems serve a combined peak load exceeding 26,000 megawatts along 16,000 circuit miles of transmission line, supported by 700 employees and 1,000 contractors.

ITC is based in Novi, Michigan. For further information visit [www.itc-holdings.com](http://www.itc-holdings.com). ITC is a subsidiary of Fortis Inc., a leader in the North American regulated electric and gas utility industry. For further information visit [WWW.FORTISINC.COM](http://WWW.FORTISINC.COM).”

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



Passed on its first consideration on the 5th day of April, 2022.

Passed on its second consideration on the 19 day of April, 2022.

Requirement of consideration and vote at two prior council meetings suspended on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Final passage and adoption on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF OTTUMWA, IOWA

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

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

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_ Repassed and adopted over the veto the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

By: \_\_\_\_\_  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA, IOWA**  
**ELECTRIC TRANSMISSION FRANCHISE**

**ORDINANCE NO. 3193-2022**

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Ottumwa, Wapello County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, and equipment for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Ottumwa, Wapello County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Ottumwa, Wapello County, Iowa, for the period of twenty-five (25) years.

BE IT ORDAINED BY THE City Council of the City of Ottumwa, Wapello County, Iowa, hereinafter referred to as the "City":

**Section 1. Grant.**

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, and equipment for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years.

**Section 2. Indemnification.**

The Company shall indemnify, defend and hold City harmless from and against any and all claims, demands, losses, damages, costs and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public ways in the City, a default of this franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. Company shall indemnify and defend City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under Company and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by City in connection with any such lien or encumbrance or any action or proceeding brought thereon. However, the Company is not obligated to defend or indemnify the City for any claims, demands, losses, damages, costs and expenses arising from negligence on part of the City and its agents, employees, or contractors.

The company shall maintain commercial general liability insurance coverage, or its equivalent, through the term of this franchise, so as to protect and indemnify City from suits or claims arising out

of Company's negligent acts subject to policy terms and conditions. Such insurance shall be comprehensive in nature, including, but not limited to, contractual liability. In addition, such insurance shall contain limits not less than \$1,000,000 combined single-limit personal injury and property damage. Company's failure to meet this insurance requirement shall not relieve Company of its responsibilities under this franchise. Upon proof of financial responsibility to the reasonable satisfaction of City, Company may be allowed to self-insure the coverages indicated herein resulting from the negligent acts or omissions of Company, Company's agents or employees. Company shall provide City with certificates of insurance or a letter of self-insurance upon request.

The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this franchise shall survive the expiration, cancellation, or termination of this franchise in accordance with applicable statutes of limitation in force within the State of Iowa.

### **Section 3. Placement of Poles, Lines, Etc.**

The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. Once a pole has been replaced by a new pole, the Company shall remove the obsolete pole within 90 days of the installation of the new pole. If the pole has not been removed within 90 days, the Company, at the City's request, will provide a written explanation and a date by which the pole will be removed, not to exceed 180 days from the date of installation of the new pole. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

### **Section 4. Excavations.**

In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and comply with all applicable federal, state, county and city ordinance requirements. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

### **Section 5. Relocation.**

The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, or over any public streets, avenues, alleys and public places in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the streets, avenues, alleys and public places or any public improvement thereof, in or about any such streets, avenues, alleys and public places or reasonably promoting the efficient operation of any such improvement. Prior to requiring the Company to relocate its facilities, the City and Company shall meet to discuss the timeline and scope of the project. In the event the relocation of the Company's services cannot be accomplished within the timeframe desired by the City, the Company will notify the City and propose a date

by which its facilities will be relocated, not to exceed 180 days from the date the City and Company meet to discuss the project, unless mutually agreed.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall give the Company reasonable advance written notice to vacate a public right of way. Vacating a public right of way shall not deprive the Company of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Company, and the City shall utilize reasonable efforts to assist Company in securing an easement or other continued rights of record to continue to operate and maintain its facilities upon such location.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

#### **Section 6. Street Abandonment or vacation; Utility Easements.**

Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City will grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

#### **Section 7. Modern System.**

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition. The Company shall construct and maintain its transmission facilities in accordance with applicable law. The Company will maintain compliance with state and federal regulatory standards.

#### **Section 8. Tree Pruning or Removal**

The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time, and consistent with any then current vegetation clearance plan on file with the Iowa Utilities Board if and as may be required thereby.

#### **Section 9. Continuous Service.**

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

**Section 10. Non-exclusivity.**

The franchise granted by this Ordinance shall not be exclusive.

**Section 11. Undergrounding.**

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 3. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

If and when underground facilities of Company are replaced and/or upgraded, it shall be so at Company's cost. Underground facilities shall not be replaced or upgraded with overhead facilities, unless mutually agreed.

**Section 12. Severability.**

If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**Section 13. Term of Agreement.**

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company.

**Section 14. Publication Expenses.**

The expense of the publication of this Ordinance shall be paid by the Company.

**Section 15. Repeal of Conflicting Ordinances.**

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

**Section 16. Acceptance.**

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

**Section 17. Closing.**

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

**CERTIFICATE OF CITY CLERK**

I, City Clerk of the City of Ottumwa, Wapello County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Ottumwa city council held the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, pertaining to the adoption of Ordinance No. \_\_\_\_\_; that the originals of said minutes have been included in the official proceedings of the city council; that Ordinance No. \_\_\_\_\_ was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the <CITY> <NEWSPAPER>; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the city council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance No. \_\_\_\_\_ was published on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the <CITY> <NEWSPAPER>, a newspaper published at least once weekly and of general circulation in the City of <CITY>, <NAME> County, Iowa.

\_\_\_\_\_  
Clerk for the City of Ottumwa,

(SEAL)

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 19, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3194-2022: AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW APPLICATIONS FOR DEALER EXTENSION LOTS

\*\*\*\*\*

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

RECOMMENDATION: Pass second consideration of Ordinance No. 3194-2022.

DISCUSSION: At Commission meetings and in one-on-one conversations with Council members, interest was expressed in establishing a moratorium on new used car dealerships and dealer extension lots. A moratorium was established in 2015 and later repealed. This ordinance would re-establish a moratorium which would prevent Staff from issuing a certificate of zoning compliance for a new application for a used motor vehicle dealer lot or a

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



or a new dealer extension lot. Certificates of Zoning Compliance are required by the DOT to issue dealer licenses.

Concerns have been cited regarding proximity to residential development, screening, display density, etc. Staff would use the period during the moratorium to attempt to develop better regulations for car dealerships.

The ordinance creates an exception for transferring ownership of an existing business.

**ORDINANCE NO. 3194-2022**

**AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW APPLICATIONS FOR DEALER EXTENSION LOTS**

**WHEREAS**, the State of Iowa issues licenses for used motor vehicle dealer lots and dealer extension lots; and

**WHEREAS**, as part of the licensing process, an applicant must obtain a certificate of zoning compliance from the City in which the lot will be located; and

**WHEREAS**, the permitted uses and use definitions within the zoning code for the City of Ottumwa have not been reviewed or revised for a number of years; and

**WHEREAS**, the City would like to review its current zoning regulations and consider revisions which would create better compatibility between used automotive dealer lots and adjacent uses, including residential uses; and

**WHEREAS**, these revisions are necessary to promote the health, safety, morals and general welfare of the community; and

**WHEREAS**, because this moratorium relates to zoning regulations, it has been considered by the planning and zoning commission prior to coming to the City Council for approval; and

**WHEREAS**, the City Council would like to have an adequate amount of time to formulate these regulations prior to considering or approving the operation or development of any new Automotive Rental and Sale uses within the City of Ottumwa

**WHEREAS**, the City Council does not intend for this moratorium to prohibit the transfer of an existing used motor vehicle dealer lot or existing dealer extension lot to a new owner.

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

**SECTION ONE.** A one year moratorium is hereby placed on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots, **except for applications filed with respect to a used motor vehicle dealer lot or dealer extension lot that existed prior to the moratorium and that requires a new certificate of zoning compliance due to acquisition of the existing motor vehicle dealer lot or existing dealer extension lot by a new owner**

**SECTION TWO.** Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION THREE.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION FOUR.** 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.

PASSED on its first consideration the 5 day of April, 2022.

PASSED on its second consideration the 19 day of April, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF OTTUMWA, IOWA

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

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

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by failure of vote taken to repass.

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

ATTEST:

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



**Citizen Input Request Form**

4.19.2022

**Council Meeting Date**

Name: Shannon Murphy

Address: \_\_\_\_\_

Item No. to Address: Pitbulls

(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:

Pitbulls

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

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**

4-19-2022

Council Meeting Date

Name: Marcia McDaniel

Address: 321 W. Keota

Item No. to Address: Pit bull

(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:

Pit bull ban

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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.