



| CITY OF |
O T T U M W A

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 29
Bridge View Center, 102 Church St.

November 21, 2023
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

Judge Daily – Bill Hoffman, Jr. Council Seat – effective November 21, 2023.

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 28 on November 7, 2023 as presented.
2. Resolution No. 191-2023, fixing December 5, 2023 as the date for a public hearing for the purpose of considering revisions to the 2021 International Fire Code as adopted by the City of Ottumwa in September 2022.
3. Beer and/or liquor applications for: Benchwarmers Eatery & Sports Lounge with outdoor service area, 2209 Roemer; Fine Liquor & Tobacco, 819B Albia Road; Godfrey's Ale House, 2513 Northgate; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Status of Financial Reporting of City Funds
2. Greater Ottumwa Partners in Progress – Executive Director, Marc Roe with update.
3. Main Street Ottumwa Quarterly Report / SSMID Report – Director, Fred Zesiger.

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to Anderson Row Crop Farms, LLC
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 176-2023, approving and authorizing the lease of certain real property at the Ottumwa Regional Airport to Anderson Row Crop Farms, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 176-2023.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Elm Street and Fellows Avenue Reconstruction Project.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 192-2023, approving the plans, specifications, form of contract and estimated cost for the Elm Street and Fellows Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 192-2023.

G. ORDINANCES:

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

- 1. Receive and Approve the Annual Urban Renewal Report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2022 through June 2023 for the City of Ottumwa, Iowa.

RECOMMENDATION: Approve the Annual Urban Renewal Report for FY2023.

I. RESOLUTIONS:

- 1. Resolution No. 186-2023, waiving the Right of Review for Chounlamany's Subdivision of Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 186-2023.

- 2. Resolution No. 187-2023, awarding the contract for asbestos abatement of 903 Silk Street to Dan Laursen of Ottumwa, Iowa, for the best bid \$2,300.

RECOMMENDATION: Pass and adopt Resolution No. 187-2023.

- 3. Resolution No. 188-2023, awarding the contract for disposal and demolition of 442 South Moore Street to Torres Construction of Ottumwa, Iowa for the best bid \$8,500.

RECOMMENDATION: Pass and adopt Resolution No. 188-2023.

- 4. Resolution No. 189-2023, awarding the contract for asbestos abatement and demolition of 831 Lillian Street to Dan Laursen of Ottumwa, Iowa for the best bid \$4,000 for abatement and \$9,900 for demolition (total \$13,900).

RECOMMENDATION: Pass and adopt Resolution No. 189-2023.

- 5. Resolution No. 190-2023, approving changes to the Compensation Handbook.

RECOMMENDATION: Pass and adopt Resolution No. 190-2023.

- 6. Resolution No. 193-2023, approving Change Order No. 1 and accepting the work as final and complete for the 2023 Street Crack Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 193-2023.

7. Resolution No. 194-2023, approving purchase of equipment from Bert Gurney & Associates for the WPCF Aeration System Improvements Project and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 194-2023.

8. Resolution No. 195-2023, approving the Elm Street Lift Station Pump No. 1 Repairs for WPCF in the amount of \$33,131.

RECOMMENDATION: Pass and adopt Resolution No. 195-2023.

9. Resolution No. 196-2023, approving the Barton Lift Station Pump Replacement for WPCF in the amount of \$26,256.

RECOMMENDATION: Pass and adopt Resolution No. 196-2023.

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 11/17/2023 TIME: 11:20 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #29 to be held on 11/21/2023 at 5:30 P.M. at Bridge View Center, 102 Church Street.

FAX MULTI TX REPORT

JOB NO. 4049
DEPT. ID 4717
PGS. 4

TX INCOMPLETE -----
TRANSACTION OK 916606271885
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ERROR 916416847834
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KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



CITY OF
OTTUMWA

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MEMO: Tentative Agenda for the Regular City Council Meeting #29 to be held on 11/21/2023 at 5:30 P.M. at Bridge View Center, 102 Church Street.

REGULAR MEETING NO. 28
Bridge View Center, 102 Church St.

November 7, 2023
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.

Galloway moved, seconded by McAntire to approve consent agenda items: Mins. from Regular Mtg. No. 27 on Oct. 17, 2023 as presented; Recommend re-appointment of Dave Cecil to Parks Adv. Brd., term to exp. 11/1/2028 and Leisa Walker to Ottumwa Housing Auth., term to exp. 11/22/2025; recommend appointment of Tom Stewart to Ottumwa Housing Auth., term to exp. 11/22/2025 due to vacancy; Civil Service Elig. Lists for Oct. 25, 2023: PW Equip. Operator Ent., Code Compliance Officer Ent., Finance Acct. Specialist Ent., Fire Chief; Approve purchase of two 2024 Ford Explorer 4dr 4X4 vehicles from Stiver's Ford of Waukee, IA, in the amt. \$40,399 each; total \$80,798 to replace current fleet #414 and #417; Res. No. 175-2023, fixing Nov. 21, 2023 as the date for public hearing on proposal to lease property at Ottumwa Reg. Airport to Anderson Row Crop Farms, LLC and providing for publication of notice thereof; Beer and/or liquor applications for: Mizu Hibachi & Sushi, Inc., 1111 Quincy Ave., Suite 111; Club 888, 123 W. Third; Mexico Lindo, 530 W. Second; Richmond & Ferry BP Amoco, 720 Richmond Ave.; Snookered, 109 S. Green; Uncle Buck's Bar & Grill, Temp. OSA on 11/11/2023; all applications pending final inspections. Motion carried 4-1. Absent: Pope

Galloway moved, seconded by McAntire to Amend the Agenda by moving Item H-2 to be presented/discussed under Section D, Admin. Rpt. Motion carried 4-1. Absent: Pope.

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

Tim Albert, Mgr. Ottumwa Water & Hydro provided update on the hydro dam. Received notice from federal regulatory agency (FERC) about the dam safety. Visible deterioration of concrete that requires immediate repairs. Hired BAR Engineering to assist in process and provide cost est. for all work as well as options. They will do an underwater inspection (upstream & downstream areas) to see what the footing of the dam looks like.

William Kiefer, CEO, and Justin LeMoine, Associate Admin., ORHC provided update on status of findings at ORHC. ORHC has been under intense regulatory scrutiny for the past yr. due to an event on Oct. 15, 2022. Despite what you may have heard, we are not shutting down any services; Lifepoint is our parent company and they have invested millions in our organization to keep us moving forward.

City Admin. Rath discussed financial reporting of City funds. Finance Dir. Nisar added he is dedicated to turn things around. Our system is very dated and technology has changed a lot over the years; would like to implement a new financial system when we have everything reconciled. Councilman Roe added it has been unfortunate the way staffing has been handled in the finance dept. and I hope the City is never in this situation again. Nisar explained a remote worker is doing all of the entries into the system while he receives assistance from a previous Fin. Dir. and City Admin. that comes to the office weekly and still utilize Brad Barnes.

Philip Burgmeier, PW Dir./Engineer, provided update on CSO, Ph. 8, Div. I and II with assistance by Ted Payseur and Randy Johnson with V&K, Inc.

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

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for Blake's Branch Ph. 8, Div. II Sewer Separation Project Ottumwa, IA. Burgmeier reported bids due Dec. 13, 2023; construction est. \$5,100,000. Source of funds: \$2,500,000 STAG Grant, \$2,600,000 Sewer fund balance, and \$250,000 being reimbursed by OWW for water main construction. No objections rec'd. Roe moved, seconded by Galloway to close public hearing. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Hull that Res. No. 181-2023, approving plans, specs., form of contract and est. cost for Blake's Branch Ph. 8, Div. II Sewer Separation Project Ottumwa, IA, be passed and adopted. Motion carried 4-1. Absent: Pope.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for Richmond Ave. Pump Station Improvements Project. Burgmeier reported bids due Nov. 29, 2023; construction est. \$90,000. No objections rec'd. Galloway moved, seconded by McAntire to close public hearing. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by McAntire that Res. No. 182-2023, approving plans, specs., form of contract and est. cost for Richmond Ave. Pump Station Improvements, be passed and adopted. Motion carried 4-1. Absent: Pope.

This was the time, place and date set for a public hearing on proposal to convey certain real property, 807 Lee St., Ottumwa, Wapello County, IA to Kurt Cochran. Comm. Dev. Dir. Simonson reported 9 bids rec'd. No objections rec'd. Roe moved, seconded by Galloway to close public hearing. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by McAntire that Res. No. 184-2023, approving and auth. conveyance of real property known as 807 Lee St., Ottumwa, IA, to Kurt Cochran for \$15,500, be passed and adopted. Motion carried 4-1. Absent: Pope.

This was the time, place and date set for a public hearing on proposal to convey certain real property, 215 N. Benton St., Ottumwa, Wapello County, IA to Araceli Andrade. Simonson reported four bids rec'd with a tie for winning bid. The two individuals who tied, resubmitted their best bid. No objections rec'd. Galloway moved, seconded by McAntire to close public hearing. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by Roe that Res. No. 185-2023, approving and auth. conveyance of real property known as 215 N. Benton St., Ottumwa, Wapello County, IA to Araceli Andrade for \$5,500, be passed and adopted. Motion carried 4-1. Absent: Pope.

Galloway moved, seconded by McAntire to auth. pymt. \$24,756.12 to Wapello County Sheriff's Dept. for programming/maintenance fees of the in-house computer software for Police Dept.'s portion (1/3). Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway to auth. staff to work with Integrity Golf LLC to transfer the lease to own agt. for the panel needed to operate irrigation system at Cedar Creek Golf Course, be passed and adopted. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by Roe that Res. No. 174-2023, auth. Mayor to sign and staff submit application

Agt. under IA Dept. of Transportation (IDOT) Gen. Aviation Vertical Infrastructure Program (GAVI) for FY24 and Auth. Mayor to sign contracts, be passed and adopted. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Roe that Res. No. 177-2023, approving purchase of six Galvanized Light Poles by Electrical Dept. in the amt. \$26,298, be passed and adopted. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by Galloway that Res. No. 178-2023, Approving Execution of Affidavit of Possession and Explanatory Title, be passed and adopted. Rath reported in preparation of leasing property for creation of indoor sports complex, the land in question had been mistakenly conveyed to an admin. agency that did not have ability to own land. This action corrects that error and identifies City as property owner. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway that Res. No. 179-2023, referring a Petition to City Planning and Zoning Commission for Renewal of Downtown Ottumwa Self-Supporting Municipal Improvement District (SSMID), be passed and adopted. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by McAntire that Res. No. 180-2023, approving subordination Agt. between City of Ottumwa, South Ottumwa Savings Bank and RG Property, be passed and adopted. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway that Res. No. 183-2023, approving State and Tribal Assistance Grant (STAG) Application for Ph. 8, Div. II and auth. Mayor to sign application, be passed and adopted. Burgmeier reported this federal grant was awarded June 30, 2022 in the amt. \$2,500,000. The final EPA clearance was rec'd Oct. 23, 2023. Funding for STAG grant requires a minimum 20% local match. Motion carried 4-1. Absent: Pope.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. There were none.

Galloway requests to bring Ord. 3204-2022, International Fire Code, back up for discussion.

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

Adjournment was at 7:31 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 11/18/2023.

received
11.16.23 12:15

Item No. B.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 11/21/2023

Philip Rath
Prepared By

Admin
Department

Philip Rath
Department Head

Philip Rath *PR*
City Administrator Approval

AGENDA TITLE: Resolution Setting Time and Place for a Public Hearing for the Purpose of Considering Revisions to the International Fire Code as Adopted by the City of Ottumwa, Iowa

RECOMMENDATION:
Pass Resolution 191-2023

DISCUSSION:
This resolution would be to set a public hearing to receive comment regarding the potential reversion back to the prior fire protection and prevention code updated to the 2021 version of the International Fire Code with the passing of Ordinance 3204-2022 in September of 2022.

Source of Funds:
N/A

Budgeted Item
No

Budget Amendment Needed: N/A

*** NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. ***

RESOLUTION NO. 191-2023

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING REVISIONS TO THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY OF OTTUMWA, IOWA

WHEREAS, on September 6, 2022 the City of Ottumwa approved Ordinance 3204-2022 which adopted the 2021 version of the International Fire Code as the city's fire protection and prevention code; and

WHEREAS, concerns have been raised concerning some aspects of the revised code compared to the previous version of the code; and

WHEREAS, a request was made to consider reverting back to the prior code until a review of the particular sections could be achieved and considered against public safety and economic development impacts; and

WHEREAS, revisions to the International Fire Code require a public hearing; and

WHEREAS, interested residents or taxpayers having comment for or against the stated lease agreement may appear and be heard at a public hearing held for stated purpose during the meeting of the City Council at the Ottumwa City Hall, at 102 Church Street, Ottumwa, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that a public hearing will be scheduled and held on December 5, 2023 during the meeting of the City Council scheduled to begin at 5:30 PM; and

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

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

APPROVED, PASSED AND ADOPTED, this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

received
11-16-23 10AM

Item No. F.-1.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: 11/21/2023

JD Wheaton
Prepared By

Airport
Department

JD Wheaton
Department Head

Philip Rath

PR

City Administrator Approval

AGENDA TITLE: Resolution # 176-2023 Authorize the Mayor to sign the lease Agreement with Anderson Row Crop Farms for the 510 acres of farmland more or less at the Ottumwa Regional Airport.

This Item Requires a Public Hearing RECOMMENDATION:

- A. Open the public hearing.
- B. Close the public hearing

Pass and adopt Resolution # 176-2023 Approving the row crop ground Lease Agreement with Anderson Row Crop Farms for the crop years 2024,2025,2026.

DISCUSSION:

The current row crop lease at the Ottumwa Regional Airport for 510 acres more will terminate and expire on the first day of March 2024. The Lease Agreement is for 3 years with a 2 year possible extension if both parties agree. The row crop was put out to bid on August 28th 2023. Bids were accepted until 2:00P.M. on September 14th 2023. Four bids were received with the highest bid from Anderson Row Crop Farms at \$411 per acre farmed per each year of the Lease Agreement. Staff recommendation is to award to the highest bidder. Attached is a copy of the bids received and the proposed Lease Agreement.

Source of Funds: N/A Budgeted

Item: No

Budget Amendment Needed: N/A

*** NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. ***

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 21, 2023

5:30 p.m.

- Public hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to Anderson Row Crop Farms, LLC
- Resolution approving and authorizing the lease of certain real property at the Ottumwa Regional Airport to Anderson Row Crop Farms, LLC

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 21, 2023

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa at 5:30 p.m., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to lease certain real property at the Ottumwa Regional Airport to Anderson Row Crop Farms, LLC, and that notice of the proposed action had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that ____ written objections had been filed. The Mayor then called for oral objections and ____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY AT THE OTTUMWA REGIONAL AIRPORT TO ANDERSON ROW CROP FARMS, LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 176-2023

RESOLUTION APPROVING AND AUTHORIZING THE
LEASE OF CERTAIN REAL PROPERTY AT THE OTTUMWA
REGIONAL AIRPORT TO ANDERSON ROW CROP FARMS,
LLC

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Anderson Row Crop Farms, LLC (the "Tenant"), to lease 510 acres at the Ottumwa Regional Airport for \$411 per acre, which was determined to be the winning proposal based on a competitive bid solicitation process; and

WHEREAS, the lease term shall be three years, with the option to extend for an additional two-year term; and

WHEREAS, the real property proposed to be leased to the Tenant under the Agreement is legally described as follows:

510.00 acres more or less of farm land located on fractional parts of Section 22, 23, 26 and 27 of T73N R14W of the 5th P.M., Richland Township also known as the Ottumwa Regional Airport, Ottumwa, Wapello County, Iowa

(the "Property"); and

WHEREAS, pursuant to notice published as required by law, at this meeting, the City Council has held a hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to Anderson Row Crop Farms, LLC and the extent of objections received from residents or property owners as to said proposed transaction has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the Property described herein shall be leased to Anderson Row Crop Farms, LLC for \$411 per acre and other good and valuable consideration, pursuant to the terms and conditions of the Farm Lease Agreement.

Section 2. That the form and content of the Farm Lease Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Farm Lease Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Farm Lease Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to

execute all such documents as may be necessary to carry out and comply with the provisions of the Farm Lease Agreement as executed.

PASSED AND APPROVED this November 21, 2023.

Mayor

ATTEST:

City Clerk

FARM LEASE

This Farm Lease ("Lease") is dated November 21, 2023 and is between City of Ottumwa, Iowa ("Landlord") and Anderson Row Crop Farms, LLC ("Tenant").

The parties agree as follows:

1. **Premises.** Landlord leases to Tenant the following real estate: 510.00 acres more or less of farm land located on fractional parts of Section 22, 23, 26 and 27 of T73N R14W of the 5th P.M., Richland Township also known as the Ottumwa Regional Airport, Ottumwa, Wapello County, Iowa subject to any zoning restrictions, easements, and restrictive covenants of record (the "Real Estate"). The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the Real Estate.

2. **Term.** This Lease shall commence on March 1, 2024, and terminate on February 28, 2027 (the "Term"). This Lease may be renewed for an additional two-year term upon agreement of both parties.

3. **Rent.** Tenant shall pay to Landlord \$411 per acre as rent for the Real Estate (the "Rent"). The rent shall be paid in semi-annual payments due the first day of March and November of each year (\$209,610 annually or \$104,805 semi-annual payments). All Rent is to be paid to Landlord at the address set forth in Section 13 or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

4. **Input Costs and Expenses.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be determined by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100%
(2) Lime and Trace Minerals	0	100%
(3) Herbicides	0	100%
(4) Insecticides	0	100%
(5) Seed	0	100%
(6) Seed cleaning	0	100%
(7) Harvesting and/or Shelling Expense	0	100%
(8) Grain Drying Expense	0	100%
(9) Fencing Materials	0	100%
(10) Other	0	100%

5. **Proper Husbandry; Harvesting; Care Of Soil, Trees, Shrubs And Grass.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the Real Estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

6. **Environmental.**

- a. Tenant shall comply with all applicable environmental laws concerning application, storage, and handling of chemicals, including herbicides, insecticides, and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the Real Estate.
- b. Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the Real Estate. Solid waste may not be disposed of on the Real Estate. Dead livestock may not be buried on the Real Estate. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the Real Estate. No underground storage tanks shall be maintained on the Real Estate.
- c. Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on Real Estate. Lease.

7. **Termination.** This Lease may be terminated in accordance with Iowa Code § 562.6.

8. **Possession and Condition at End of Term.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of

this Lease, excusable or insurable loss by fire, unavoidable accidents, and ordinary wear, excepted.

9. **Remedies.** If Tenant breaches this Lease, the Landlord may terminate the Lease by notice to Tenant and immediately reclaim possession of the Real Estate or pursue all available legal and equitable remedies. The Tenant's sole remedy for Landlord's breach of this Lease is to terminate this Lease by written notice to the Landlord and to recover Tenant's out-of-pocket expenses associated with the breach.

10. **Expenses Incurred without Consent of Landlord.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

11. **Liability Insurance.** Throughout the duration of this Lease, the Tenant shall carry, at its own expense, liability insurance and automobile insurance with reasonable limits. Landlord shall be named as an "additional insured" in respect to the Tenant's occupancy and use of the Real Estate; Tenant shall secure insurance policies that contain the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises and building at the Ottumwa Industrial Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

12. **Notice.** For a notice under this Lease to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

City of Ottumwa, Iowa
105 E. Third St.
Ottumwa, IA 52501

Anderson Row Crop Farms, LLC
2308 Scholte Street
Pella, IA 50219

13. **Choice of Law.** All claims relating to this Lease shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.

14. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this Lease shall be in the state or federal courts located in the State of Iowa.

15. **No Assignment.** Neither party may transfer to any other person (i) any discretion granted under this Lease, (ii) any right under this Lease, (iii) any remedy under this Lease, or (iv) any obligation imposed under this Lease.

16. **Entire Agreement.** This Lease constitutes the entire understanding between the parties with respect to the subject matter of this Lease and supersedes all other agreements, whether written or oral, between the parties.

17. **Modification.** No amendment of this Lease will be effective unless it is in writing and signed by both parties.

18. **Waiver.** No waiver under this Lease will be effective unless it is in writing and signed by the party granting the waiver.

19. **Severability.** The parties agree that if a dispute between the parties arises out of this Lease, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

20. **FAA Provisions.** Tenant agrees to comply with the Mandatory FAA Contract Provisions attached to this Lease.

The parties are signing this agreement as of the date stated in the introductory clause.

City of Ottumwa, Iowa

Anderson Row Crop Farms, LLC

By: _____
Richard W. Johnson, Mayor

By:  _____

Date: _____

Print Name: Scott Anderson

By: _____
Christina Reinhard, City Clerk

Its: Manager / member

Date: _____

Date: 11/14/2023

MANDATORY FAA CONTRACT PROVISIONS

1. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

The above provision obligates the Tenant for the period during which the Real Estate is occupied by the Tenant and the Airport remains obligated to the Federal Aviation Administration.

2. Compliance with Nondiscrimination Requirements

During the performance of this Agreement, Tenant, for itself, its assignees, and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (b) **Non-discrimination:** Tenant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Tenant of Tenant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- (d) **Information and Reports:** Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and

will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of Tenant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

(f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. Transfer of Real Property Acquired or Improved Under the AIP Program

(a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said

facilities.

- (b) In the event of breach of any of the above Nondiscrimination covenants, Landlord will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. Use/Access to Real Property Acquired Under the Activity, Facility or Program

- (a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the Real Estate in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

- (b) In the event of breach of any of the above Non-discrimination covenants, Landlord will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

5. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

6. Subordination to Agreements

This Agreement is subject and subordinate to the provisions of any existing or future agreements between Landlord and the United States or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which is or has been required as a condition precedent to the transfer of Federal rights or property to Landlord for Airport purposes, or to

the expenditure of Federal or State of Iowa funds or passenger facility charges for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as the act may be amended from time to time. Tenant shall abide by requirements of agreements entered into between Landlord and the United States, and shall consent to amendments and modifications of this Agreement if required by any such agreements or if required as a condition of Landlord's entry into such agreements.

7. Inclusion of Discrimination Provision in Tenant Agreements

Tenant agrees to include the above Sections 1 through 6 in any subsequent agreements, relating to its operations at the Ottumwa Regional Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.

8. Federal Fair Labor Standards Act (Federal Minimum Wage).

All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

9. Occupational Safety and Health Act of 1970.

All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

10. Subordination to Agreements

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the Landlord and the United States of America or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Landlord for Airport purposes, or to the expenditure of federal or State of Iowa funds for the improvement or development of the Airport,

including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

11. Exclusive Rights

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

12. Right of Development

The Landlord reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Tenant, and without interference or hindrance.

13. Right to Maintain

The Landlord reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

14. Right of Flight.

There is hereby reserved to the Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Real Estate. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Public Hearing
City of Ottumwa

was published in said newspaper for 1 consecutive week's to-wit: 11/7/23 hereto attached
Subscribed and sworn to before me, and in my presence, by the said 7th day of November, 2023



Megan Robertson

Notary Public

In and for Wapello County

Printer's fee \$32.25

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO LEASE CERTAIN REAL PROPERTY AT THE OTTUMWA REGIONAL AIRPORT TO ANDERSON ROW CROP FARMS, LLC. PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on November 21, 2023, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to lease interests in real property to Anderson Row Crop Farms, LLC, pursuant to the terms and conditions of the proposed lease agreement. The real property proposed to be leased is locally known as the Ottumwa Regional Airport and is legally described as follows: 510.00 acres more or less of farm land located on fractional parts of Section 22, 23, 26 and 27 of T73N R14W of the 5th P.M., Richland Township also known as the Ottumwa Regional Airport, Ottumwa, Iowa. A copy of the proposed lease agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. 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 conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa as provided by Section 364.7 of the City Code of Iowa, 2023 dated this 7th day of November, 2023. City Clerk, City of Ottumwa in the State of Iowa.

Row Crop Bids for 2024-2026

Anderson Row Crop Farms	\$411.00 per acre X 510 acres	\$209,610.00
Brad Yeager Farms	\$362.00 per acre X 510 acres	\$184,620.00
JDR Farms	\$328.00 per acre X 510 acres	\$167,280.00
Buehneman Farms Inc.	\$307.00 per acre X 510 acres	\$156,570.00

Previous contract was \$285 per acre x 510 acres \$145,350.00

increase \$64,260



October 12th, 2023

To Whom It May Concern:

Anderson Row Crop Farms is approved for annual rent payments for 510 acres at \$411/ac. Payments are split with \$104,805.00 due the first day of March and November of 2024, 2025 and 2026.

If you have any other questions, please feel free to call me at 641-932-2144.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kenny Williams', is written in dark ink.

Kenny Williams
Senior Vice-President

www.1stiowa.bank
(888) 226-5232

ALBIA
19 Benton Ave E
PO Box 698
Albia, IA 52531
(641) 932-2144

BLOOMFIELD
110 N Washington St
PO Box 130
Bloomfield, IA 52537
(641) 664-1362

CANTRIL
102 Division Street
PO Box 210
Cantril, IA 52542
(319) 397-2401

EDDYVILLE
224 Walnut St
PO Box 288
Eddyville, IA 52553
(641) 969-4545

KEOSAUQUA
714 1st Street
PO Box 130
Keosauqua, IA 52565
(319) 293-3794

received
11.17.23 8AM

Item No. F.-2.

Review

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 21, 2023

Phillip Burgmeier
Prepared By

Engineering
Department

Department Head


City Administrator Approval

AGENDA TITLE: Resolution #192-2023. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Elm Street and Fellows Avenue Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #192-2023.

DISCUSSION: This project involves two street projects being bid together. The first project is the full-width, full depth PCC Reconstruction of Elm Street from Main Street to 2nd Street. This project also includes new storm and sanitary sewer. The second project is the full-width, full depth PCC Reconstruction of Fellows Avenue from Main Street to 2nd Street. This project includes storm and sanitary sewer repairs where needed.

Bids will be received and opened by the City of Ottumwa on December 13, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on December 19, 2023 or at a later date as determined by staff.

\$1,370,000.00 Estimated cost

\$1,303,000.00 Budgeted Amount

Source of Funds: LOST

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #192-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE ELM STREET AND FELLOWS AVENUE RECONSTRUCTION
PROJECT

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

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

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

APPROVED, PASSED, AND ADOPTED, this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

11/9/23

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Elm Street and Fellows Avenue Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on November 21, 2023, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: This project involves two street projects being bid together. The first project is the full-width, full depth PCC Reconstruction of Elm Street from Main Street to 2nd Street. This project also includes new storm and sanitary sewer. The second project is the full-width, full depth PCC Reconstruction of Fellows Avenue from Main Street to 2nd Street. This project includes storm and sanitary sewer repairs where needed. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

Elm & Fellows

received
11-16-23 1215

Item No. H.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 11/21/2023

Philip Rath
Prepared By

Admin
Department

Philip Rath
Department Head

Philip Rath *PR*
City Administrator Approval

AGENDA TITLE: Receive and Approve the Annual Urban Renewal Report for FY2023

This Item is NOT a Public Hearing

RECOMMENDATION:

Approve the Annual Urban Renewal Report for FY2023

DISCUSSION:

Each year the city is required to complete and file a report identifying the revenues and expenditures related to its urban renewal areas. This report is to be approved by the city council and submitted to the Iowa Department of Management. The report looks back at the prior fiscal year (FY2023) and covers the Westgate, Airport, Hospital/Penn Ave, Vogel, and Wildwood Drive / HWY 34 urban renewal areas.

Source of Funds:
N/A

Budgeted Item
No

Budget Amendment Needed: N/A

*** NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. ***

Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Levy Authority Summary

Local Government Name: OTTUMWA
 Local Government Number: 90G868

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
OTTUMWA WESTGATE URBAN RENEWAL	90001	10
OTTUMWA AIRPORT URBAN RENEWAL	90002	4
HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL	90003	1
VOGEL URBAN RENEWAL	90004	1
OTTUMWA WILDWOOD DR/HWY 34	90075	1

TIF Debt Outstanding: 10,560,348

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	-971,576	0	Amount of 07-01-2022 Cash Balance Restricted for LMI
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TIF Revenue:	1,876,404
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	1,876,404

Rebate Expenditures:	0
Non-Rebate Expenditures:	973,629
Returned to County Treasurer:	0
Total Expenditures:	973,629

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	-68,801	0	Amount of 06-30-2023 Cash Balance Restricted for LMI
---	----------------	----------	---

**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 9,655,520**

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL
 UR Area Number: 90001

UR Area Creation Date: 05/1989

To achieve a diversified well balanced economy/standard of living/tax base with plans for land/commercial/industrial and residential development providing for installation of public works/infrastructure and amenities, elimination of blight, encourage commercial and industrial growth, rehabilitation of central business district with a sound economic base for future development.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWA CITY/OTTUMWA SCH/WESTGATE UR TIF INCREM	900042	900043	12,089,091
OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE AG UR TIF INCREM	900044	900045	0
OTTUMWA CITY/OTTUMWA SCH/WESTGATE2 UR TIF INCREM	900050	900051	5,747,216
OTTUMWA CITY/OTTUMWA SCH/WESTGATE3 UR TIF INCREM	900067	900068	12,614,899
OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE3 UR TIF INCREM	900069	900070	0
OTTUMWA CITY/OTTUMWA SCH/WESTGATE4 TIF INCREM	900071	900072	0
OTTUMWACITY/OTTUMWASCH/WESTGATE #7 INCREMENT	900077	900078	165,874
OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 1/TIF INC	900081	900082	536,085
OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 2/TIF INC	900083	900084	571,049
OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 3/TIF INC	900085	900086	961,227

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	60,500	109,284,860	133,080,136	19,133,929	0	-237,801	267,707,403	0	267,707,403
Taxable	53,871	59,156,124	119,772,125	17,220,537	0	-237,801	200,035,789	0	200,035,789
Homestead Credits									914

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:

-756,216

0

Amount of 07-01-2022 Cash Balance Restricted for LMI

TIF Revenue: 1,267,525
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,267,525

Rebate Expenditures: 0
 Non-Rebate Expenditures: 621,333
 Returned to County Treasurer: 0
Total Expenditures: 621,333

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:

-110,024

0

Amount of 06-30-2023 Cash Balance Restricted for LMI

Projects For OTTUMWA WESTGATE URBAN RENEWAL

Downtown Maintenance

Description: Downtown Beautification Program
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: No

Main Street Iowa

Description: Contribution to Main Street Iowa Program
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: No

CSO Projects

Description: Utilities Sewer Separation
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

2017 Washington Apartments PDA

Description: Payment towards the costs of developing Washington
Apartments
Classification: Commercial - apartment/condos (residential use, classified
commercial)
Physically Complete: Yes
Payments Complete: No

2020 Highlands PDA

Description: Payment towards the costs of redevelopment and
renovation
Classification: Commercial-Medical
Physically Complete: Yes
Payments Complete: No

2021 Cobblestone Hotel PDA

Description: Payment towards the costs of constructing a hotel
Classification: Commercial - hotels and conference centers
Physically Complete: No
Payments Complete: No

Debts/Obligations For OTTUMWA WESTGATE URBAN RENEWAL

Downtown Maintenance

Debt/Obligation Type:	Other Debt
Principal:	40,000
Interest:	0
Total:	40,000
Annual Appropriation?:	Yes
Date Incurred:	12/07/2021
FY of Last Payment:	2024

Mainstreet Ottumwa

Debt/Obligation Type:	Other Debt
Principal:	30,000
Interest:	0
Total:	30,000
Annual Appropriation?:	Yes
Date Incurred:	12/07/2021
FY of Last Payment:	2023

2020 GO

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	790,784
Interest:	223,621
Total:	1,014,405
Annual Appropriation?:	Yes
Date Incurred:	05/14/2020
FY of Last Payment:	2040

Admin Fees

Debt/Obligation Type:	Other Debt
Principal:	10,000
Interest:	0
Total:	10,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2025

Washington Apartments Developer Agreement

Debt/Obligation Type:	Rebates
Principal:	390,000
Interest:	0
Total:	390,000
Annual Appropriation?:	Yes
Date Incurred:	11/07/2017
FY of Last Payment:	2030

Highlands Development Agreement

Debt/Obligation Type:	Rebates
Principal:	3,800,000
Interest:	0

Total:	3,800,000
Annual Appropriation?:	Yes
Date Incurred:	05/19/2020
FY of Last Payment:	2042

Cobblestone Hotel

Debt/Obligation Type:	Rebates
Principal:	2,400,000
Interest:	0
Total:	2,400,000
Annual Appropriation?:	Yes
Date Incurred:	09/21/2021
FY of Last Payment:	2045

Cobblestone Hotel

Debt/Obligation Type:	Other Debt
Principal:	75,000
Interest:	0
Total:	75,000
Annual Appropriation?:	No
Date Incurred:	09/21/2021
FY of Last Payment:	2023

Non-Rebates For OTTUMWA WESTGATE URBAN RENEWAL

TIF Expenditure Amount:	30,000
Tied To Debt:	Mainstreet Ottumwa
Tied To Project:	Main Street Iowa
TIF Expenditure Amount:	71,132
Tied To Debt:	Cobblestone Hotel
Tied To Project:	2021 Cobblestone Hotel PDA
TIF Expenditure Amount:	39,138
Tied To Debt:	Downtown Maintenance
Tied To Project:	Downtown Maintenance
TIF Expenditure Amount:	478,607
Tied To Debt:	2020 GO
Tied To Project:	CSO Projects
TIF Expenditure Amount:	2,456
Tied To Debt:	Admin Fees
Tied To Project:	2021 Cobblestone Hotel PDA

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/WESTGATE UR TIF INCREM		
TIF Taxing District Inc. Number:	900043		
TIF Taxing District Base Year:	1989		
FY TIF Revenue First Received:	1991		
Subject to a Statutory end date?	Yes	Slum	UR Designation No
Fiscal year this TIF Taxing District		Blighted	05/1989
statutorily ends:	2023	Economic Development	05/1989

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	35,398,880	38,393,851	152,040	0	-88,896	74,690,563	0	74,690,563
Taxable	0	19,161,494	34,554,467	136,836	0	-88,896	54,296,016	0	54,296,016
Homestead Credits									331

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	17,102,818	54,296,016	12,089,091	42,206,925	1,541,061

FY 2023 TIF Revenue Received: 503,475

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE AG UR TIF INCREM		
TIF Taxing District Inc. Number:	900045		
TIF Taxing District Base Year:	1989		
FY TIF Revenue First Received:	1991		
Subject to a Statutory end date?	Yes	Slum	UR Designation No
Fiscal year this TIF Taxing District		Blighted	No
statutorily ends:	2023	Economic Development	05/1989

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	60,500	0	0	0	0	0	60,500	0	60,500
Taxable	53,871	0	0	0	0	0	53,871	0	53,871
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	63,662	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/WESTGATE2 UR TIF INCREM		
TIF Taxing District Inc. Number:	900051		
TIF Taxing District Base Year:	1994		
FY TIF Revenue First Received:	1996		
Subject to a Statutory end date?	Yes	Slum	UR Designation No
Fiscal year this TIF Taxing District		Blighted	07/1994
statutorily ends:	2023	Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	14,119,200	32,906,038	26,940	0	-45,193	49,528,598	0	49,528,598
Taxable	0	7,642,714	29,615,436	24,246	0	-45,193	38,844,729	0	38,844,729
Homestead Credits									157

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	23,761,183	25,812,608	5,747,216	20,065,392	732,628

FY 2023 TIF Revenue Received: 207,452

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/WESTGATE3 UR TIF INCREM		
TIF Taxing District Inc. Number:	900068		
TIF Taxing District Base Year:	2002		
FY TIF Revenue First Received:	2004		
Subject to a Statutory end date?	Yes	Slum	UR Designation No
Fiscal year this TIF Taxing District		Blighted	05/2002
statutorily ends:	2023	Economic Development	05/2002

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	47,044,890	36,617,452	0	0	-75,932	83,775,974	0	83,775,974
Taxable	0	25,465,489	32,955,707	0	0	-75,932	58,466,111	0	58,466,111
Homestead Credits									271

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	27,194,312	56,657,594	12,614,899	44,042,695	1,608,089

FY 2023 TIF Revenue Received: 444,007

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TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE3 UR TIF INCREM
 TIF Taxing District Inc. Number: 900070
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2002

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/WESTGATE4 TIF INCREM
 TIF Taxing District Inc. Number: 900072
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

	Slum	UR Designation
	Blighted	No
	Economic Development	11/2009
		11/2009

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,228,950	7,079,626	18,701,469	0	-25,928	36,056,409	0	36,056,409
Taxable	0	5,536,994	6,371,664	16,831,323	0	-25,928	28,760,138	0	28,760,138
Homestead Credits									130

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	54,559,403	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWACITY/OTTUMWASCH/WESTGATE #7 INCREMENT
 TIF Taxing District Inc. Number: 900078

TIF Taxing District Base Year:	2016		UR Designation
FY TIF Revenue First Received:	0	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,438,990	3,319,626	0	0	-1,852	5,951,755	0	5,951,755
Taxable	0	1,320,230	2,987,663	0	0	-1,852	4,430,348	0	4,430,348
Homestead Credits									25

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	5,208,609	744,998	165,874	579,124	21,145

FY 2023 TIF Revenue Received: 5,955

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 1/TIF INC
 TIF Taxing District Inc. Number: 900082

TIF Taxing District Base Year:	1994		UR Designation
FY TIF Revenue First Received:	0	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,543,730	0	0	0	4,543,730	0	4,543,730
Taxable	0	0	4,089,357	0	0	0	4,089,357	0	4,089,357
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	2,135,998	2,407,732	536,085	1,871,647	70,209

FY 2023 TIF Revenue Received: 24,069

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TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 2/TIF INC
 TIF Taxing District Inc. Number: 900084

TIF Taxing District Base Year:	1994		UR Designation
FY TIF Revenue First Received:	0	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	53,950	6,010,665	253,480	0	0	7,217,500	0	7,217,500
Taxable	0	29,203	5,409,598	228,132	0	0	6,240,304	0	6,240,304
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	4,652,732	2,564,768	571,049	1,993,719	76,782

FY 2023 TIF Revenue Received: 33,675

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 3/TIF INC
 TIF Taxing District Inc. Number: 900086

TIF Taxing District Base Year:	1994		UR Designation
FY TIF Revenue First Received:	0	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,209,148	0	0	0	5,882,374	0	5,882,374
Taxable	0	0	3,788,233	0	0	0	4,854,915	0	4,854,915
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	1,565,190	4,317,184	961,227	3,355,957	132,604

FY 2023 TIF Revenue Received: 48,892

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Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL
 UR Area Number: 90002

UR Area Creation Date: 07/1994

To plan and provide sufficient land for comm./industrial dev., install public works and facilities, eliminate blight, maintain transportation network, provide a marketable/investment climate and encourage commercial and industrial growth and expansion with a sound econ. base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
RICHLAND TWP/OTTUMWA SCH/A P TIF INCREM	900056	900057	11,588,486
OTTUMWA CITY/OTTUMWA SCH/A P TIF INCREM	900058	900059	5,231,825
OTTUMWA CITY AG/OTTUMWA SCH/A P TIF INCREM	900060	900061	3
CENTER TWP/OTTUMWA SCH/A P TIF INCREM	900062	900063	156,123

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,663,130	18,717,670	9,178,723	7,541,474	0	-12,964	37,088,033	0	37,088,033
Taxable	1,480,869	10,131,912	8,260,851	6,787,327	0	-12,964	26,647,995	0	26,647,995
Homestead Credits									57

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:

-157,551

0

Amount of 07-01-2022 Cash Balance Restricted for LMI

TIF Revenue: 474,336
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 474,336

Rebate Expenditures: 0
 Non-Rebate Expenditures: 213,975
 Returned to County Treasurer: 0
Total Expenditures: 213,975

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:

102,810

0

Amount of 06-30-2023 Cash Balance Restricted for LMI

Projects For OTTUMWA AIRPORT URBAN RENEWAL

AIRPORT RUNWAY

Description:	Airport Runway Renovation
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For OTTUMWA AIRPORT URBAN RENEWAL

GO 2019B Runway

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	925,000
Interest:	81,450
Total:	1,006,450
Annual Appropriation?:	Yes
Date Incurred:	11/17/2018
FY of Last Payment:	2027

Non-Rebates For OTTUMWA AIRPORT URBAN RENEWAL

TIF Expenditure Amount:	213,975
Tied To Debt:	GO 2019B Runway
Tied To Project:	AIRPORT RUNWAY

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TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA AIRPORT URBAN RENEWAL (90002)		
TIF Taxing District Name:	RICHLAND TWP/OTTUMWA SCH/A P TIF INCREM		
TIF Taxing District Inc. Number:	900057		
TIF Taxing District Base Year:	1994		
FY TIF Revenue First Received:	1996		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	06/1994
statutorily ends:	2019	Economic Development	06/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,312,460	6,315,610	9,178,723	7,541,474	0	-7,408	24,340,859	0	24,340,859
Taxable	1,168,628	3,418,649	8,260,851	6,787,327	0	-7,408	19,628,047	0	19,628,047
Homestead Credits									27

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	9,691,355	14,656,912	11,588,486	3,068,426	73,475

FY 2023 TIF Revenue Received: 279,642

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA AIRPORT URBAN RENEWAL (90002)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/A P TIF INCREM		
TIF Taxing District Inc. Number:	900059		
TIF Taxing District Base Year:	1994		
FY TIF Revenue First Received:	1996		UR Designation
Subject to a Statutory end date?	No	Slum	No
		Blighted	06/1994
		Economic Development	06/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,234,710	0	0	0	-5,556	12,229,154	0	12,229,154
Taxable	0	6,622,676	0	0	0	-5,556	6,617,120	0	6,617,120
Homestead Credits									29

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	83,802	6,617,120	5,231,825	1,385,295	50,580

FY 2023 TIF Revenue Received: 191,051

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TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: OTTUMWA CITY AG/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 900061

TIF Taxing District Base Year:	1994		UR Designation
FY TIF Revenue First Received:	1996	Slum	No
Subject to a Statutory end date?	No	Blighted	06/1994
		Economic Development	06/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	210	0	0	0	0	0	210	0	210
Taxable	187	0	0	0	0	0	187	0	187
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	205	5	3	2	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: CENTER TWP/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 900063

TIF Taxing District Base Year:	1994		UR Designation
FY TIF Revenue First Received:	1996	Slum	No
Subject to a Statutory end date?	No	Blighted	06/1994
		Economic Development	06/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	350,460	167,350	0	0	0	0	517,810	0	517,810
Taxable	312,054	90,587	0	0	0	0	402,641	0	402,641
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	320,348	197,462	156,123	41,339	964

FY 2023 TIF Revenue Received: 3,643

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Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL
 UR Area Number: 90003

UR Area Creation Date: 10/2011

URA activities are designed to provide opportunities, incentives, and sites for community economic development purposes, including new and expanded commercial development using public and private investment for the sound development of public works and facilities for the efficient development and to achieve a marketable and attractive investment climate as well as a diversified, well balanced economy providing a desirable standard of living, job opportunity and strengthened tax base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWA CITY/OTTUMWA SCH/HOSP DIST PENN AVE CORRIDOR INCREMENT	900073	900074	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,349,030	59,944,727	0	0	-3,704	75,701,263	0	75,701,263
Taxable	0	730,235	53,950,254	0	0	-3,704	63,863,932	0	63,863,932
Homestead Credits									13

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:

0

0

Amount of 07-01-2022 Cash Balance Restricted for LMI

TIF Revenue:

0

TIF Sp. Revenue Fund Interest:

0

Property Tax Replacement Claims

0

Asset Sales & Loan Repayments:

0

Total Revenue:

0

Rebate Expenditures:

0

Non-Rebate Expenditures:

0

Returned to County Treasurer:

0

Total Expenditures:

0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:

0

0

Amount of 06-30-2023 Cash Balance Restricted for LMI

▲ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL (90003)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/HOSP DIST PENN AVE CORRIDOR INCREMENT
 TIF Taxing District Inc. Number: 900074
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,349,030	59,944,727	0	0	-3,704	75,701,263	0	75,701,263
Taxable	0	730,235	53,950,254	0	0	-3,704	63,863,932	0	63,863,932
Homestead Credits									13

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	31,594,176	44,110,791	0	44,110,791	1,610,575

FY 2023 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: VOGEL URBAN RENEWAL
 UR Area Number: 90004

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
VOGEL URBAN RENEWAL INCREMENT	900079	900080	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	430,490	0	0	0	430,490	0	430,490
Taxable	0	0	387,441	0	0	0	387,441	0	387,441
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022: 0 0 **Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023: 0 0 **Amount of 06-30-2023 Cash Balance Restricted for LMI**

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: VOGEL URBAN RENEWAL (90004)
 TIF Taxing District Name: VOGEL URBAN RENEWAL INCREMENT
 TIF Taxing District Inc. Number: 900080
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: Slum No
 Subject to a Statutory end date? No Blighted No
 Economic Development No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	430,490	0	0	0	430,490	0	430,490
Taxable	0	0	387,441	0	0	0	387,441	0	387,441
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	341,660	88,830	0	88,830	3,243

FY 2023 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WILDWOOD DR/HWY 34
 UR Area Number: 90075

UR Area Creation Date: 08/2011

To establish and provide opportunities, incentives and sites for community economic development, including private investment in the area, plan for and provide sufficient land for commercial development in a manner that is efficient from the standpoint of providing municipal services and provide a more marketable and attractive investment climate as well as provide a diversified, well balanced economy creating job opportunities and standard of living as well as increasing the tax base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWACITY/OTTUMWASCH/OTT WILDWOOD DR/HWY 34 INCREMENT	900075	900076	3,684,921

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,094,380	0	0	0	4,094,380	0	4,094,380
Taxable	0	0	3,684,942	0	0	0	3,684,942	0	3,684,942
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022: -57,809 0 **Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue: 134,543
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 134,543

Rebate Expenditures: 0
 Non-Rebate Expenditures: 138,321
 Returned to County Treasurer: 0
Total Expenditures: 138,321

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023: -61,587 0 **Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For OTTUMWA WILDWOOD DR/HWY 34

Kohl's Dept. Store Development

Description:	Building and opening of Kohl's Dept. Store
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Administrative Expenses

Description:	Payment of incurred legal and admin expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Hopkins StripMall

Description:	Payment towards costs of Hopkins Development
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For OTTUMWA WILDWOOD DR/HWY 34

Taxable Series 2021

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,165,000
Interest:	79,493
Total:	1,244,493
Annual Appropriation?:	Yes
Date Incurred:	09/18/2011
FY of Last Payment:	2031

Hopkins Properties LLC Development Agreement

Debt/Obligation Type:	Rebates
Principal:	475,000
Interest:	0
Total:	475,000
Annual Appropriation?:	Yes
Date Incurred:	04/05/2022
FY of Last Payment:	2032

Hopkins Properties LLC Development

Debt/Obligation Type:	Other Debt
Principal:	75,000
Interest:	0
Total:	75,000
Annual Appropriation?:	No
Date Incurred:	04/05/2022
FY of Last Payment:	2023

Non-Rebates For OTTUMWA WILDWOOD DR/HWY 34

TIF Expenditure Amount: 138,224
Tied To Debt: Taxable Series 2021
Tied To Project: Kohl's Dept. Store Development

TIF Expenditure Amount: 97
Tied To Debt: Hopkins Properties LLC
Development Agreement
Tied To Project: Administrative Expenses

◆ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Additional property taxes paid by Kohl's per agreement of \$56,798 entered as Property Tax Replacement Claims (Payment in Lieu of Taxes).

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2023

0

◆ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WILDWOOD DR/HWY 34 (90075)
 TIF Taxing District Name: OTTUMWACITY/OTTUMWASCH/OTT WILDWOOD DR/HWY 34 INCREMENT
 TIF Taxing District Inc. Number: 900076

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:	2014	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	08/2011

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,094,380	0	0	0	4,094,380	0	4,094,380
Taxable	0	0	3,684,942	0	0	0	3,684,942	0	3,684,942
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	12,928	3,684,942	3,684,921	21	1

FY 2023 TIF Revenue Received: 134,543

received
11-17-23 8AM

Item No. I.-1.

budgetary

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 7, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 186-2023: A Resolution waiving right of review for Choulamany's Subdivision of Wapello County, Iowa.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 186-2023.

DISCUSSION: City and state code allow the City to establish a planning area that includes 1 mile outside of city limits. The subdivision ordinance allows the City to review subdivisions in that planning area. This resolution waives review for a proposed subdivision which would divide one parcel at 9490 125th Ave into two parcels. There is no consequence to the City from the subdivision.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 186-2023

A RESOLUTION WAIVING RIGHT OF REVIEW FOR CHOUNLAMANY'S SUBDIVISION OF WAPELLO COUNTY, IOWA.

WHEREAS, Chounlamany's Subdivision, Wapello County, Iowa is being described as follows to-wit:

A part of a certain parcel of land as described in a Warranty Deed recorded as Document Number 2009-2420 in the Wapello County Recorder's Office, said certain parcel being a port of the Northeast Quarter of the Southeast Quarter of Section 22. Township 72 North, Range 14 West of the fifth Principal Meridian, Wapello County. Iowa.

Commencing at the Northeast Corner of the Southeast Quarter of said Section 22; thence South 88 degrees 39 minutes 34 seconds West a distance of 172.00 feet to the west line of said certain parcel of land; thence South 01 degrees, 24 minutes 21 seconds East along said west line a distance of 263.48 feet to the Point of Beginning; thence continuing South 01 degrees 24 minutes 21 seconds East along said west line a distance of 300.50 feet to the south line of said certain parcel of land; thence North 88 degrees 53 minutes 26 second East along said south line a distance of 132.00 feet to the east line of said certain parcel of land; thence North 01 degrees 24 minutes 21 second West a distance of 301.03 feet; thence South 88 degrees 39 minutes 34 seconds West a distance of 132.00 feet to the Point of Beginning, containing 1.19 acres, more or less, including 0.28 acres of presently established Wapello County road easement.

WHEREAS, Chounlamany's Subdivision is a subdivision of property within the City's one-mile extra-territorial jurisdiction; and

WHEREAS, the City Council deems this subdividing activity to be of no consequence to the City and a legal action that is in good order.

NOW, THEREFORE, be it resolved by the City Council of the City of Ottumwa, Iowa:

That the City Council of Ottumwa, Iowa is hereby waiving its Right of Review for the Plat known as Chounlamany's Subdivision, Wapello County, Iowa, and the Mayor and the City Clerk are hereby authorized to sign the plat and attest to the same and certify a true copy of this Resolution to the County Recorder of Wapello County, Iowa, as provided by law and all other public officers as required by law.

Approved, passed and adopted this 21th of November 2023.

CITY OF OTTUMWA, IOWA

BY _____
Richard W. Johnson, Mayor

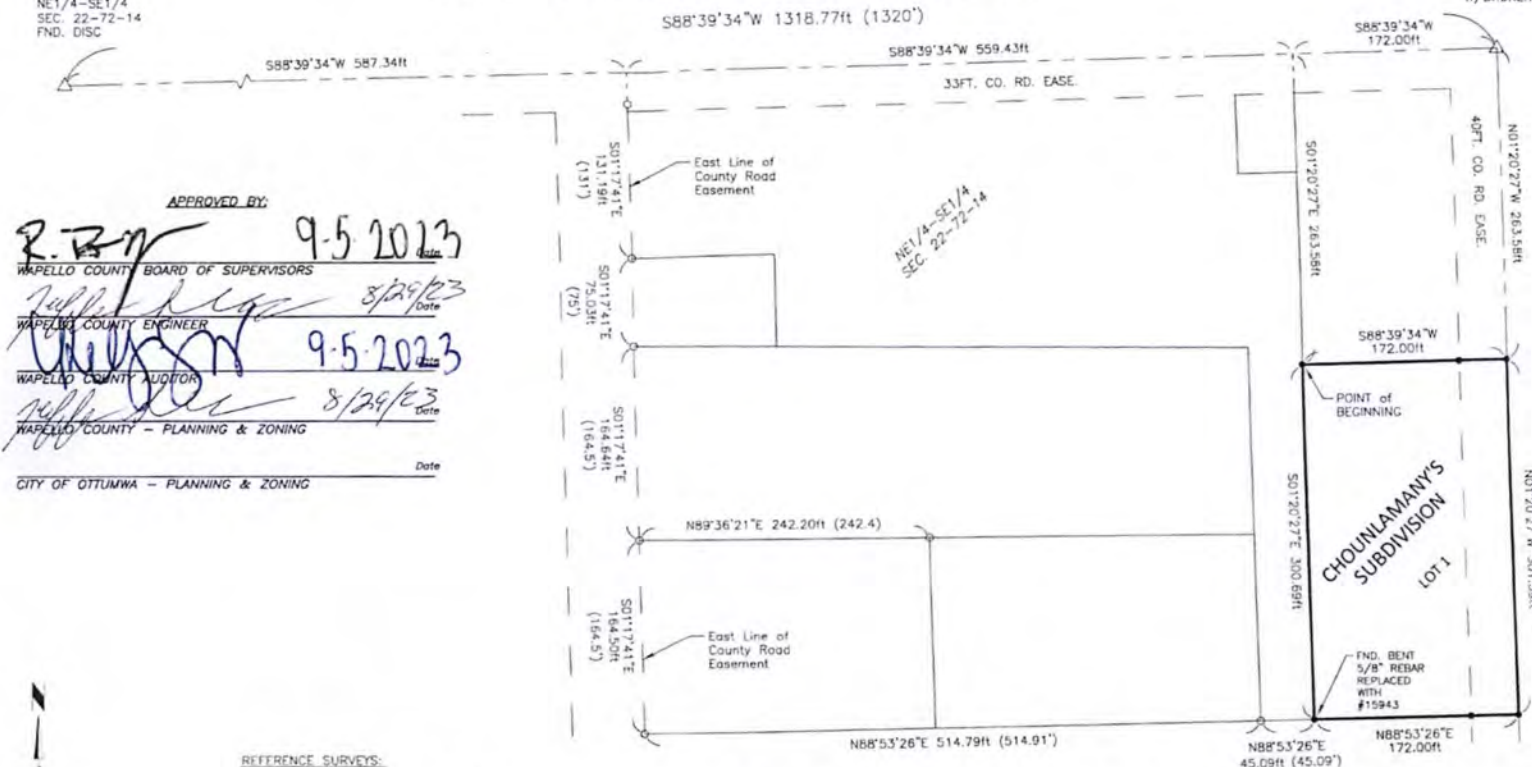
ATTEST:

Chris Reinhard, City Clerk

CHOUNLAMANY'S SUBDIVISION

NE CORNER, SE 1/4
SEC. 22-72-14
FND. P.K. NAIL
W/BROKEN HEAD

NW CORNER,
NE 1/4-SE 1/4
SEC. 22-72-14
FND. DISC



APPROVED BY:
R. B. W. 9-5-2023
WAPELLO COUNTY BOARD OF SUPERVISORS
[Signature] 8/29/23
WAPELLO COUNTY ENGINEER
[Signature] 9-5-2023
WAPELLO COUNTY AUDITOR
[Signature] 8/29/23
WAPELLO COUNTY - PLANNING & ZONING
CITY OF OTTUMWA - PLANNING & ZONING

REFERENCE SURVEYS:
A Plat of Survey prepared by Lewis E. Graham for Don Replage, Floyd Whitney, & Rollin Whitney, dated April 14th, 1977, project number 77-34.



* ALL BEARINGS AND DISTANCES ARE THE RESULT OF GPS OBSERVATIONS, IA CRS, ZONE 12 *

Prepared by & Return to:
French Reneker Associates, Inc., 1501 S. Main St., Fairfield, IA 52556, Phone (641) 472-5145, Surveyor: Jason C. Hull



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Jason C. Hull 8-12-21
Jason C. Hull, P.L.S. date
License number 15943
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: This Sheet

This Plat of Survey is a true and correct representation of the field notes of a survey performed under my direct supervision on July 19, 2021, for the purpose of locating and marking the following described parcel of land, to-wit:

LOT 1 CHOUNLAMANY'S SUBDIVISION

A part of a certain parcel of land as described in a Warranty Deed recorded as Document Number 2009-2420 in the Wapello County Recorder's Office, said certain parcel being a part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa.

Commencing at the Northeast Corner of the Southeast Quarter of said Section 22; thence South 88 degrees 39 minutes 34 seconds West a distance of 172.00 feet to the west line of said certain parcel of land; thence South 01 degrees 24 minutes 21 seconds East along said west line a distance of 263.48 feet to the Point of Beginning; thence continuing South 01 degrees 24 minutes 21 seconds East along said west line a distance of 300.50 feet to the south line of said certain parcel of land; thence North 88 degrees 53 minutes 26 seconds East along said south line a distance of 132.00 feet to the east line of said certain parcel of land; thence North 01 degrees 24 minutes 21 seconds West a distance of 301.03 feet; thence South 88 degrees 39 minutes 34 seconds West a distance of 132.00 feet to the Point of Beginning, containing 1.19 acres, more or less, including 0.28 acres of presently established Wapello County road easement.

LEGEND:	Drawn By: JCH	Date: 8-12-21	Project No: 21-060	Sheet: 1 of 1
SECTION CORNER..... Δ	FOUND MONUMENT AS NOTED..... O	SET 5/8"x30" REBAR W/ORANGE PLASTIC CAP #15943..... ●	FRENCH-RENEKER ASSOCIATES ENGINEERS & SURVEYORS	
RECORDED DISTANCE.... ()				

INDEX LEGEND
County: WAPELLO
Section: 22
Township: 72 N
Range: 14 W
Aldership: NE 1/4 - SE 1/4
City: N/A
Subdivision: N/A
Block: N/A
Lot(s): N/A
Proprietor: AMBETH BLAINE & JASON CHOUNLAMANY
Requested By: JASON CHOUNLAMANY

© 2021 FRENCH-RENEKER ASSOCIATES, INC. CHOUNLAMANY PLAT #21-060

received
11-16-23 10 AM

Item No. I.-2.



CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov. 21, 2023

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.187-2023. A resolution awarding the contract for Asbestos abatement of the condemned property at 903 Silk.

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

The Proof of Publication for such 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 187-2023**

DISCUSSION: Bids for this project were accepted until 2 P.M. on November 9, 2023. Two Asbestos bids were received. Dan Laursen submitted the best bid in the amount of \$2,300.00 for Asbestos removal. This house will be used for Fire Department training. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 187-2023

A RESOLUITON AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT OF THE CONDEMNED PROPERTY AT 903 SILK.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on November 9, 2023; and

WHEREAS, the lowest qualified bid was from Dan Laursen in the amount of \$2,300 for asbestos abatement.

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

Dan Laursen be awarded the contract for asbestos abatement of the condemned property at 903 Silk in the amount of \$2,300 for asbestos abatement.

APPROVED, PASSED AND ADOPTED this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

903 Silk	Asbestos	Demolition	Total
Dan Laursen	\$2,300.00	NA	\$2,300.00
Weston Mckee	\$3,000.00	NA	\$3,000.00
Best Bid For Asbesto removal			
Is Dan Laursen			\$2,300

JH Initial Form Here



REQUEST BID FOR ASBESTOS REMOVAL AT 903 SILK STREET
OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
903 SILK STREET	\$ 2300 ⁰⁰		2300 ⁰⁰
	\$ 2300 ⁰⁰	\$	2300 ⁰⁰

_____ Initial here if you are willing to have individual portions of your bid considered for award.

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

A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

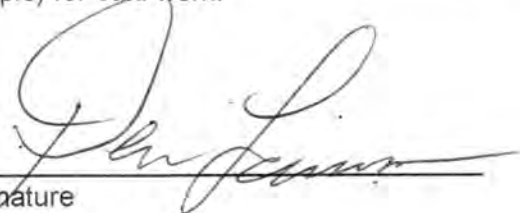
The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

Initial Form Here

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.


Signature

DAN LAURSON
Printed Name

510 MURRELL DR
Address

641-789-3818
Telephone Number

OTTAWA - IA
City, State, Zip

NOV - 9th - 2023
Date

DANLAURSON44@YAHOO.COM
E-mail Address

received
11-16-23 LOAN

Item No. I.-3.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 21, 2023

Jake Rusch


Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No.188-2023. A resolution awarding the contract for demolition of the condemned property at 442 S Moore.

****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 188-2023**

DISCUSSION: Bids for this project were accepted until 2 P.M. on November 9, 2023. Three demolition bids were received. Torres Construction submitted the best bid in the amount of \$8,500.00 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

Source of Funds: 151-3-342-6499

Budget Item: Budget Amendment Needed

RESOLUTION NO. 188-2023

A RESOLUITON AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 442 S MOORE.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on November 9, 2023; and

WHEREAS, the lowest qualified bid was from Torres Construction in the amount of \$8,500 for demolition and leveling of the lot.

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

Torres Construction be awarded the contract for demolition of the condemned property at 442 S Moore in the amount of \$8,500 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

442 S Moore	Asbestos	Demolition	Total
Dan Laursen	NA	\$11,900.00	\$11,900.00
Weston McKee	NA	\$11,400.00	\$11,400.00
Torres Construction	NA	\$8,500.00	\$8,500.00
Best Bid For Demolition and removal Is Torres Construction			\$8,500



CITY OF
OTTUMWA

REQUEST BID FOR DISPOSAL AND DEMOLITION OF 442 S MOORE
STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
442 S MOORE STREET		8,500 ✓	8,500

Y.T. Initial here if you are willing to have individual portions of your bid considered for award.

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

A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share

draft, as described above or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

[Handwritten Signature]
Signature

Jastin Long
Printed Name

545 Ray St.
Address

641-680-2927
Telephone Number

Ottoman IA. 52501
City, State, Zip

11-2-2023
Date

forbes construction and more@gmail.com
E-mail Address

received
11-6-23 10AM

Item No. I.-4.
billed

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 21, 2023

Jake Rusch

Prepared By

Building and Code Enforcement
Department

Zach Simonson
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No.189-2023. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 831 Lillian.

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

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

RECOMMENDATION: Pass and Adopt Resolution 189-2023

DISCUSSION: Bids for this project were accepted until 2 P.M. on November 9, 2023. Two Asbestos bids and Three demolition bids were received. Dan Laursen submitted the best bids in the amount of \$4,000.00 for Asbestos and \$9,900.00 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 189-2023

A RESOLUITON AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 831 LILLIAN.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on November 9, 2023; and

WHEREAS, the lowest qualified bid was from Dan Laursen in the amount of \$4,000 for asbestos abatement and \$9,900 for demolition and leveling of the lot.

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

Dan Laursen be awarded the contract for asbestos abatement and demolition of the condemned property at 831 Lillian in the amount of \$4,000 for asbestos abatement and \$9,900 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



[CITY OF]
OTTUMWA

REQUEST BID FOR DISPOSAL AND DEMOLITION OF 831 LILLIAN STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
831 LILLIAN STREET	\$4,000. ⁰⁰	\$9,900. ⁰⁰	\$13,900. ⁰⁰
	\$4,000. ⁰⁰	\$9,900. ⁰⁰	\$13,900. ⁰⁰

_____ Initial here if you are willing to have individual portions of your bid considered for award.

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

A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.


Signature

DAN LAURSON
Printed Name

510 Morrell Dr
Address

641-799-3818
Telephone Number

Ottawa, IA 52501
City, State, Zip

NOV-9th 2023
Date

DAN LAURSON 44 @ yahoo.com
E-mail Address

received
11.16.23 10AM

Item No. I.-5.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 21, 2023

Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #190-2023 - Approve changes to Compensation Handbook

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #190-2023

DISCUSSION:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Changes are as follows:

- 1) Add designation for WPCF contracted employee - higher wage if certifications held (page 19)
- 2) Change "Traffic Maintenance Technician" series level 1 to "Equipment Operator" (page 13)
- 3) Change "Aviation Mechanic / Technician" series level 1 to "Airport Facilities Technician" (page 12)
- 4) Remove "Facilities Technician" from Facilities Maintenance Job Family / Series. This was originally planned for the Airport Facilities Technician but is better placed in the Airport family at this time as there are not other positions that are similar in other series.
- 5) Re-number the series level of Facilities Maintenance.
- 6) Add "Beach Supervisor" under Parks and Recreation. This is a position we currently have and was left off the grid.
- 7) Switch Demanufacturing Technician and Gatekeeper. Gatekeeper should be series 1 and Demanufacturing Technician should be series 2.

RESOLUTION NO. 190-2023

RESOLUTION TO APPROVE UPDATED COMPENSATION HANDBOOK

WHEREAS, the City of Ottumwa, Iowa had approved a Compensation Handbook on July 18, 2023, which incorporated a classification framework as part of the document, and;

WHEREAS, staff for the City of Ottumwa reviewed the classification structure and salaries for contracted employees at the Water Pollution Control Facility, and;

WHEREAS, staff has reviewed the current classification structure and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa that the current Compensation Handbook approved on July 18, 2023 and any supplements thereafter are hereby repealed and that the attached Compensation Handbook is hereby adopted and in place with an effective date of November 21, 2023.

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

PASSED, ADOPTED and APPROVED this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Date: November 8, 2023

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

Re: Staffing request for Water Pollution Control Facility

We currently have two authorized Maintenance Technician positions and one Maintenance Supervisor position at the Water Pollution Control Facility. We have one employee who is out on an extended medical leave. We received information today that they will continue to be out for some time (minimum of another 12 weeks). This employee has exhausted all accruals and therefore is not receiving a paycheck.

- 1) We are requesting to be able to add a temporary part-time position for the Maintenance Technician position through Supreme Staffing. This position would last until approximately May or when the employee returns.
- 2) We would request that the pay for this position be \$20 an hour.
 - a. We are also requesting an update to the compensation handbook to identify a greater rate to pay this position. Currently, seasonal / contracted employees are paid \$14-\$15 per hour. The current collective bargaining agreement starts the position of Maintenance Technician at \$21.81 per hour.

We have identified a candidate who is currently on the Civil Service list for Maintenance Technician that holds a Grade II Wastewater certification and continues to take classes to keep the certification current. The candidate also worked for the city previously at the plant for approximately 7 years and has worked with us through our temporary staffing agency through the spring / summer as hours allow.

Other factors to consider:

- WPCF has not been fully staffed since July 2019, the maintenance team has not been fully staffed since November 2021 when Jesse Merrill retired.
 - At some point in time, we have been down at least one position (and many times two positions) for a number of months. This has been due to lack of interest in positions or passing the civil service assessments.
- It would permit the Supervisor to spend an appropriate amount of time planning and organizing work while the maintenance techs perform the actual maintenance tasks.
- In FY23 – the department spent \$99,397.23 in Overtime. There has been \$28,097.80 spent through 10/22/2023 in FY24.

PURPOSE OF THE COMPENSATION HANDBOOK

The City of Ottumwa Compensation Handbook serves as a reference document that outlines the organization's compensation philosophy and practices for employees. The purpose of a compensation handbook is to ensure that employees are aware of the compensation they can expect to receive for their work, and the City of Ottumwa is able to apply consistent and fair compensation practices. It provides detailed information about salary ranges, benefits, and any other compensation-related information that employees need to know.

By providing transparency and clarity around compensation, a compensation handbook helps to ensure employee satisfaction, retention, and engagement.

This handbook includes 2 distinct policies:

- Compensation Philosophy
- Classification & Compensation Administrative Guidelines

There are additional appendices and forms included:

- Appendix A – Classification Structure
- Appendix B - Classification Framework
- Appendix C - Salary Schedule
- Position Description Questionnaire
- Job Analysis Request

ELIGIBILITY

The City of Ottumwa Compensation Handbook applies to all employees. Salary information for elected officials and contracted employees are also included in Appendices. If any provision of the handbook conflicts with collective bargaining agreements, the terms of the collective bargaining agreements will prevail.

The City of Ottumwa's compensation philosophy outlines the City's approach to compensating its employees. It is not an employment contract. The City retains the right to amend this handbook at its sole discretion.

PURPOSE

The purpose of a compensation philosophy is to provide a clear and consistent framework for compensation decisions across the organization. It serves as a guiding principle for how the City values and rewards its employees, and how we position ourselves in the job market. It helps to attract and retain top talent, promote fairness and equity in compensation practices, and ensure that compensation decisions are transparent and consistent.

The City of Ottumwa's compensation philosophy provides a framework for communicating with employees about compensation decisions, and helps to ensure that compensation decisions are made based on objective criteria and internal equity considerations.

The City of Ottumwa is committed to being the employer of choice. Our valued employees are the key to delivering on our commitment to improve lives of the citizens through excellence of service. Our compensation philosophy, including salary and benefits, is a reflection of our values. The City will pursue sustainable compensation goals in accordance with its overall fiscal position while respecting the goals of the philosophy. The City's compensation philosophy is designed to meet the following key objectives:

- **Externally Competitive Salary and Benefits.** The City will strive for salary midpoint to be at the 75th percentile of comparisons to identified benchmark jobs across comparable cities and regional industry employers. We will provide affordable and comprehensive benefit options that best fit employee needs and promote consumerism.
- **Equitable.** The City will strive to provide a framework of consistent compensation practices that are fair, equitable and free of discrimination. The City will work to continually improve this process by conducting periodic performance evaluations and updating position descriptions. We will regularly assess our market to ensure that our salary rates remain competitive.
- **Excellence.** The City employs high quality employees and we value continuous improvement as part of our commitment to excellence. Our compensation practices are intended to attract and retain employees who exemplify our values and delivery on our mission and vision. Qualified employees who work to advance their skills and knowledge as they contribute to the achievement of organizational objectives will also be paid competitively. External hires will be paid competitively in order to attract new talent within the designated ranges.
- **Emphasis on Service.** Individual employee goals may be developed to support overall performance and strategic priorities and exemplary service to the residents and property owners. We support and promote continual learning and employee growth by providing personal and professional development in order to produce high-quality, relevant programs and services. This is essential to efficient delivery of services as well as our growth and sustainability as a City.

- **Easy to Communicate.** Because the City is confident of the equity, validity, and reliability of the compensation system and practices, we maintain open communication with employees regarding their individual compensation. The compensation system is easily implemented, communicated and is simplistic in its design. Each employee will know how their compensation is determined. The City will develop a communication plan for our compensation program that supports our status as an employer of choice.

The City, as stewards over entrusted public funds, must be fiscally responsible as we administer compensation and benefits to employees. It is important to us that our compensation practices are sustainable well into the future. The City will seek opportunities, where appropriate, to invest in employees through compensation and benefits that are sustainable by connecting broad City performance measures that increase revenue with ongoing strategic investments in the people who work here.

Comparator/Peer Organizations

Factors considered in selecting comparator/peer organizations for market compensation comparison may include employer size and complexity, services rendered, aspirational organizations, from whom the City gains talent or to whom the City loses talent, population, proximity, and budget. While the selected comparator organizations are subject to change based on market or other conditions, the goal is to maintain consistency for as long as viable. As of 2022, the City's comparator organizations are as follows:

- Clinton, Iowa
- Dubuque, Iowa
- Fort Dodge, Iowa
- Marshalltown, Iowa
- Oskaloosa, Iowa
- Burlington, Iowa
- Muscatine, Iowa
- Bettendorf, Iowa
- Altoona, Iowa
- Mason City, Iowa

Additionally, the City will utilize reliable published survey sources to obtain additional public sector and private sector data especially related to cross industry jobs where competition warrants such comparisons.

Pay Structure and Progression

The City will develop its pay structure using the 75th percentile of the market for actual salaries anchored at the midpoint. Open pay ranges will be utilized and progression through the pay ranges will be based on tenure and as prescribed by the City's Salary Administration Guidelines.

A classification system is a method of describing and naming work performed in an organization. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Total Compensation

Every employee will have access to their total compensation package provided by the City of Ottumwa through the human capital system (currently UKG). This statement will include the dollar value of base pay, benefits and other variable/discretionary pay.

PURPOSE

The purpose of administrative guidelines for compensation is to establish a clear and consistent approach to determining compensation for employees within the City of Ottumwa. These guidelines typically cover a range of issues such as salary structures, incentive plans, employee benefits, and performance evaluations.

By providing a framework for how compensation decisions are made, the City of Ottumwa can ensure that our compensation policies are fair, transparent, and aligned with our overall business strategy. Additionally, guidelines for compensation can help to attract and retain talented employees, promote employee satisfaction and engagement, and mitigate potential legal and regulatory risks.

Classification & Compensation System Goals

The City of Ottumwa adopted a classification and compensation program for all employees. The goals of the program are to:

- Define job families/series and career paths; and
- Develop and maintain a compensation system that is internally equitable and externally competitive.

The Classification and Compensation Program consists of three systems:

- A Classification System;
- A Job Evaluation System; and
- A Compensation System.

Each of these systems is described below.

Classification System

A classification system is a method of describing and naming work performed in the City of Ottumwa. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Definition of Terms in this Section

Term	Definition
Position	A position is the job held by one person. It is the set of duties assigned to an individual.
Classification	A body of work performed by a group of positions and jobs with similar responsibilities at a similar level of responsibility.
Classification Specification	A general description of a class of work. A classification typically includes a general summary of the work; distinguishing characteristics of the class; the essential duties of the class; the knowledge and skills required at entry to the

Term	Definition
	<p>class; and any licensing and special physical requirements. Classification specifications do not describe the duties and responsibilities of each individual employee in a class. Classification describes the collective responsibilities of all employees that are allocated to that classification. A class specification includes:</p> <ul style="list-style-type: none"> • A description of the type and level of work; • A description of the characteristics which distinguish this class from others which may be in the same occupation or at the same level of authority and responsibility; • Information which indicates standards for recruiting and selecting staff, determining appropriate pay, defining career growth opportunities, identifying performance expectations and complying with the Americans with Disabilities Act (ADA).
Classification Series	<p>A set of classifications which are closely related to one another, but reflect increasing levels of decision-making, difficulty and/or accountability. This is also often referred to as a job family. In order for multiple levels to be defined within a classification series, there must be distinct differences in the level of decision-making, responsibility, and/or accountability. The differences must be clearly defined and require additional knowledge, education, and/or skill. A new level should not be added due to any of the following:</p> <ul style="list-style-type: none"> • The volume of work; • The number or variety of specific assignments; • An employee's longevity in a current classification; or • A change in reporting relationships.
Classification Structure	<p>An arrangement of all the classification series and classifications an employer uses, together with the classification specifications.</p>
Classification Titles	<p>A classification title names a class of work and should be easily understood by employees, applicants, other organizations, and the public. The following terms have been used in classification titles.</p>
Position Description Questionnaire (PDQ)	<p>The form used to identify new or changed positions or jobs to provide updated content for review by City Human Resources.</p>

Classification Structure

New Positions

When new positions are created, the hiring manager will work with Human Resources to complete a Position Description Questionnaire. Human Resources will determine the appropriate placement within the classification system and update the classification structure.

Requests for Reclassification

From time to time, it may be necessary to reclassify certain positions, to update classification specifications, and/or to develop a new classification. It may be necessary to make one or more of these changes when an individual's duties and responsibilities change significantly, a department or function reorganizes, or a new job or position is created. Before any changes to the class structure are made, a job analysis must be completed. Job analysis is a systematic way of collecting data and analyzing the duties and nature of a specific job or position. The job

analysis provides the information necessary to allocate a position to a classification, modify a classification, or develop a new classification.

A job analysis will be performed if:

- A new job or position is created in the organization;
- A position's or classifications essential duties of the position have substantially changed. Typically, this means that thirty percent (30%) or more of the duties have changed.
- The new responsibilities have been performed for a minimum of six (6) months, and are determined to be permanent.

Employees who believe their duties and responsibilities have substantially changed should get approval from their Department Head to request a job analysis. A job analysis request form is available from the Human Resources department. Individuals requesting a job analysis will be asked to complete a Position Description Questionnaire. The PDQ will be used to help determine if the job is appropriately classified, should be allocated to a different classification, or if a new classification should be developed. Human Resources will conduct the review of the PDQ and may conduct interviews of appropriate departmental personnel. Human Resources will make the final determination as to the classification, title, FLSA, job evaluation rating, pay grade, and related areas. If there is a concern with the final ruling, this may be appealed to the City Administrator for review. The City Administrator's determination will be final.

Job Evaluation System

The City of Ottumwa uses a combination of market data and a classification framework to maintain internal equity. This is achieved by first aligning a classification to the appropriate pay range midpoint that is most closely aligned with the market's 75th percentile. This placement is then validated against the classification framework that establishes the levels of work across the City functions. For jobs without market data, the City will review the classification framework and similar classifications to assign to the appropriate pay range.

It is recommended that the internal alignment is reviewed on an annual basis and is supported through the classification processes. Appendix B is the classification framework for the City. This will be continuously reviewed and revised as necessary based on the City's needs and priorities.

Compensation System

The City of Ottumwa intends to compensate employees at a level that is competitive with the market and maintains the City's internal equity of its classifications through the application of the job evaluation methodology. Therefore, the City has adopted salary structures based on the job evaluation results (internal equity) and market data. The salary structures will be reviewed and updated periodically to ensure the structures remain competitive with the market. (See Structure Maintenance section.)

Annual Increases and Salary Structure Adjustments

The City of Ottumwa may adjust its salary structure (Appendix C) on an annual basis, to ensure competitiveness with the labor market and account for changes in market conditions and trends. Salary structure adjustments will be based on information related to market trends and organization financials. The City of Ottumwa will use the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report to guide future adjustments. The Midwest CPI measures changes in the cost of total compensation, which includes wages, salaries, and the employer's cost of employee benefits.

Note on Salary Structure Adjustments and Employee Increase Amount:

- The salary structure adjustment is separate from the employee increase amount. While a salary structure adjustment will impact the entire pay grid, it does not equate to across-the-board increases for employees. Employee compensation may be impacted on an individual basis due to step increases or other factors.

Pay structure adjustments must be approved within the City's budget process. Employees may or may not receive an adjustment to their individual pay as a result of the pay structure adjustment process.

In addition to adjusting the salary structure each year to keep pace with the market, the City should conduct a comprehensive market compensation study at least every fifth year. This schedule may vary depending on market conditions.

Hiring Range

At the City of Ottumwa, the hiring range will span from the position grade's Step 1 up to Step 3; hiring rates above Step 3 will be offered to exceptionally qualified or preferred qualifications of individuals and be done in consultation with the Human Resources Department.

Appointment above step 1 shall require approval by the Human Resources Department, and any hiring amount over the mid-point shall require the approval of the City Administrator.

Progression through the Salary Structure

As mentioned above, range spans (spreads) will vary by level of job. Therefore, the length of time for progression within the salary range will increase as jobs move up through the salary grade structure.

An employee will progress from step 1 through step 7 each year on their anniversary date in position. Once an employee reaches step 7 (midpoint), step progression will happen every three (3) years on the anniversary date in position.

If an employee is hired into a step greater than step 1, the employee will progress through the steps quicker. For example, if an employee was hired in at a step 3, their progression would look like this:

Hire	Step 3
1 year anniversary date in position	Step 4
2 year anniversary date in position	Step 5
3 year anniversary date in position	Step 6
4 year anniversary date in position	Step 7
7 year anniversary date in position	Step 8
10 year anniversary date in position	Step 9
13 year anniversary date in position	Step 10
16 year anniversary date in position	Step 11
19 year anniversary date in position	Step 12
22 year anniversary date in position	Step 13

If an employee obtains a certification that is deemed pertinent to their current job and will be of benefit to the city on a regular basis, an employee may increase their steps. This would be approved by the City Administrator and the certification must be documented.

Promotional Increases

In many situations, an employee promoted to a position in a higher pay range (grade) will receive an immediate pay increase. This increase is separate and distinct from any annual salary adjustment. Promotional increases will generally provide an increase between 5% and 10%. In the event that an individual is currently receiving a salary that exceeds the maximum of the salary range for the new job, then the employee shall receive no increase in base compensation.

In determining the promotional increase, the following other guidelines will be used:

- An employee's salary will be increased at least to the minimum of the new salary range; and
- In no case will a promotional increase place an employee's salary above the maximum of the new salary range.

For positions assigned to a step system, any promotional increase will result in a salary that is "on step" and must correspond to a particular step.

Acting Pay: Pay Rates for Work in a Higher Job Classification

In situations where the assignment or scheduling of work requires an employee to perform in a higher-level classification (higher pay grade or pay range), a temporary pay rate may be established for the period of that assignment or work schedule. To receive the adjusted rate, an employee must be working in the higher classification at least 50% of their workday for a minimum of fifteen (15) days.

The effective hourly rate of pay should be within the pay range for the salary grade of the temporary assignment, and should be determined using the same considerations, as noted above, for a promotional increase. This action should only take place when prior approval is given. This policy should not apply to situations of vacation replacement. Once the temporary assignment has been completed, the pay rate will revert to the previous rate.

- Occupational Group - Management = 10% of current base salary
- Occupational Group – Professional = 7.5% of current base salary
- Occupational Group – Technical / Specialist = 5% of current base salary

Discretionary Increases/Incentives

A Department Director, upon the review and approval of the Human Resources Director, may grant a discretionary increase to an employee. Such increases or incentives may be necessary for the following:

- To relieve compression;
- To address pay equity situations;
- To retain top performers outside of the performance cycle;
- To reward an employee with sustained favorable performance; or
- If given as a base salary increase, such increases are to be in accordance with the provisions of the pay plans to which an employee is assigned.

If such increase or incentive is given as a means of retaining an employee, the employee must (1) have achieved a performance ranking of higher than meeting expectations on the employee's most recent performance evaluation unless there is an extreme business need to keep the position filled and (2) have the approval of the Human Resources Director. Retention increases are not to be given more than once in a thirty-six (36) month period.

If the discretionary increase or incentive is granted due to performance, an employee must have a performance evaluation ranking of higher than meeting expectations on the employee's most recent performance evaluation and the employee shall not be eligible for more than one such increase per calendar/fiscal year.

All discretionary increases or incentives of more than five percent (5%) must be approved in writing by the Human Resources Director and City Administrator or their designee unless the increase is for an employee on a step system and such movement is to the next highest step.

A discretionary increase will not be provided if it places the resulting base salary above that of the respective pay range maximum.

Leaves of Absence

Salary increases are not earned while on an unpaid leave of absence and in compliance with leave regulations. Upon reinstatement, the employee shall be paid at the same rate he/she had prior to the leave of absence. If, during the absence, an increase had been provided, the salary of the incumbent should be reviewed at the time he/she returns for any pay action.

Voluntary Reassignment

An employee who voluntarily accepts a reassignment to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. Employees who are subsequently reclassified, or promoted back to the original classification from which they took a voluntary reassignment, may not have their rate of pay adjusted to a level above that prescribed for reclassifications or promotions.

Involuntary Reassignment (Demotion)

An employee who is involuntarily reassigned to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. A minimum of 5% reduction in pay is considered, but in no case will the employee be paid over the maximum of the new pay range.

Involuntary Transfer to a Lower Grade

When an employee receives an involuntary transfer, (not resulting from a demotion) to a new position with a salary range that is less than the range of the employee's present grade (e.g., abolition of a job and the consequent reassignment of a position with a lower grade), no immediate salary reduction should occur. For employees with positions on a step system, their "new" position should be placed on the pay scale at the closest, next highest step if the job is also assigned to a step pay range. Under this circumstance, the employee's situation will be reviewed during the next pay adjustment cycle to determine if the employee is eligible for any further step adjustment. If the employee's salary is above the maximum of the lower grade, no salary increases will be granted to the employee until the maximum for the new grade equals or exceeds the employee's salary.

Lateral Transfer

When necessary, the City may change an employee or group of employees from one job to another within the same pay grade. This will happen when the City deems the change to be in the interest of efficiency and meeting objectives. When an employee(s) is transferred to a position assigned to the same pay grade, he or she will not receive an adjustment in pay. Likewise, an employee who voluntarily requests a lateral transfer to a job within the same pay grade will not receive a pay adjustment.

Reclassification/Regrade

An employee who is advanced to a higher pay grade through reclassification or classification regrade shall have their salary set within the range of the new pay grade under the following guidelines:

- 1) The minimum of the assigned pay grade; but not above pay grade maximum unless the current salary is above the maximum.
- 2) On the next highest step to that of the current salary.

An employee who is reduced to a lower pay grade by reclassification or regrade action may retain the previous rate of pay so long as it does not exceed the midpoint of the new pay range unless authorization is received from the Human Resources Director. In no case shall the salary exceed the maximum of the new pay grade.

Job Family	Series Title	New Class Title	Series Level
Accounting	Accounting	Accounting Specialist	1
Accounting	Accounting	Accountant	2
Accounting	Accounting	Director of Finance	3
Administrative Support	Administrative Support	Administrative Clerk	1
Administrative Support	Administrative Support	Administrative Specialist	2
Airport	Airport	Airport Facilities Technician	1
Airport	Airport	Equipment Operator	2
Airport	Airport	Aviation Services Supervisor	3
Airport	Airport	Director of Airport Operations	4
Fire	Fire	Firefighter	1
Fire	Fire	Master Firefighter	2
Fire	Fire	Fire Captain	3
Fire	Fire	Assistant Fire Chief	4
Fire	Fire	Deputy Fire Chief	5
Fire	Fire	Fire Chief	6
Facilities Maintenance	Facilities Maintenance	Custodian	1
Facilities Maintenance	Facilities Maintenance	Maintenance Worker	2
Facilities Maintenance	Facilities Maintenance	Maintenance Manager	3
Human Resources	HR	HR Generalist	1
Human Resources	HR	Director of Human Resources	2
Library	Library	Library Clerk	1
Library	Library	Library Assistant	2
Library	Library	Librarian	3
Library	Library	Reference Librarian	4
Library	Library	Library Manager	5
Library	Library	Library Director	6
Clerk	Clerk	City Clerk	n/a
City Management	City Management	City Administrator	n/a
Parks and Recreation	Parks and Recreation	Customer Service Representative	1
Parks and Recreation	Parks and Recreation	Lifeguard	2
Parks and Recreation	Parks and Recreation	Program Instructor	3
Parks and Recreation	Parks and Recreation	Program Supervisor	4
Parks and Recreation	Parks and Recreation	Beach Supervisor	5
Parks and Recreation	Parks and Recreation	Director of Parks & Recreation	6
Community Development	Landfill	Grounds Worker	1
Community Development	Landfill	Gatekeeper	2
Community Development	Landfill	Equipment Operator	3
Community Development	Landfill	Landfill Supervisor	4
Community Development	Recycling	Gatekeeper	1
Community Development	Recycling	Demanufacturing Technician	2
Community Development	Recycling	Recycling Coordinator	3

Job Family	Series Title	New Class Title	Series Level
Community Development	Planning and Zoning	Code Compliance Officer	1
Community Development	Planning and Zoning	Building Inspector	2
Community Development	Planning and Zoning	Planning and Zoning Coordinator	3
Community Development	Planning and Zoning	Director of Community Development	4
Public Safety Communications	Public Safety Communications	911 Communication Specialist	1
Public Safety Communications	Public Safety Communications	911 Dispatch Supervisor	2
Public Safety	Public Safety	Police Officer	1
Public Safety	Public Safety	Sergeant	2
Public Safety	Public Safety	Lieutenant	3
Public Safety	Public Safety	Police Chief	4
Public Works	Sewer Maintenance	Equipment Operator	1
Public Works	Sewer Maintenance	Sewer Maintenance Supervisor	2
Public Works	Street Maintenance	Equipment Operator	1
Public Works	Street Maintenance	Street Maintenance Supervisor	2
Public Works	Traffic Maintenance	Equipment Operator	1
Public Works	Traffic Maintenance	Electrician	2
Public Works	Traffic Maintenance	Senior Electrician	3
Public Works	Traffic Maintenance	Traffic Maintenance Supervisor	4
Public Works	Mechanic	Mechanic	1
Public Works	Mechanic	Garage Supervisor	2
Public Works	Management	Public Works Superintendent	3
Public Works	Civil Engineering	Engineering Aide	1
Public Works	Civil Engineering	Engineering Assistant I	2
Public Works	Civil Engineering	Design Tech	3
Public Works	Civil Engineering	Engineering Supervisor	4
Public Works	Civil Engineering	City Engineer	5
Public Works	Laboratory Operations	Laboratory Technician	1
Public Works	Laboratory Operations	Laboratory Chemist	2
Public Works	Wastewater	Plant Operator	1
Public Works	Wastewater	Maintenance Technician	1
Public Works	Wastewater	Pre-Treatment Coordinator	2
Public Works	Wastewater	WPCF Supervisor	3
Public Works	Wastewater	Water Superintendent	4
Public Works	Management	Director of Public Works	2
Information Technology	IT	IT Technician	1
Information Technology	IT	IT Manager	2
Stand alone	Stand alone	GIS Administrator	n/a

Occupational Group	Title	Level Definition	Position Title	Grade
MANAGEMENT (EXEMPT)	City Administrator	Overall strategic and operational direction and management of the City responsible for executing the goals and objectives of the Council	City Administrator	17
	Senior Director	Direct and oversee departments and functions across the City with overall policy development. Impacts of decisions and responsibilities go across functional areas and impact all or most City operations.	Director of Public Works – with PE License	15
			Director of Finance	14
			Police Chief	14
			Director of Community Development	13
			Director of Human Resources	13
			Director of Public Works – without PE license	13
			Fire Chief	13
	Director	Direct the operations, goals, and services of a City department or functional area by defining the operations with the scope of established goals and objectives. Incumbents develop and manage a budget, and ensure the operations meet City-wide strategies.	Library Director	12
			Director of Airport Operations	12
			City Engineer	12
			Police Lieutenant	12
			IT Manager	12
			Director of Parks & Recreation	12
	Manager	Oversee the operations and planning of a work unit, function, or division; may serve as second-in-command, and typically report to a department head. Responsible to determine and plan the operations of the assigned area through planning, functional management, or project management assignments.	Deputy Fire Chief	11
			Water Superintendent	11

Occupational Group	Title	Level Definition	Position Title	Grade
PROFESSIONAL (EXEMPT)	Lead/Principal/ Administrator	Responsible for the advanced level of analysis, programming, and execution of assigned work in the area of assignment to the broader City. Typically responsible for assignments and work that impact within the department and across the City through the operations and work of an assigned functional area.	Public Works Superintendent	10
			Police Sergeant	10
			Accountant	10
	Senior Officer / Analyst / Coordinator	Represent an area of assignment to related functions or by providing information to the broader City. Incumbents have limited to no budget responsibility with impact of work and information on departments or functions across the City. The assignments require diverse decisions that require complex decision making skills through the analysis, evaluation, and methodology development to review information and data. Assignments are generally broad in nature. Incumbents determine which process to utilize in carrying out duties.	Assistant Fire Chief	9
			Aviation Services Supervisor	9
			City Clerk	9
			Senior Electrician	9
			WPCF Maintenance Supervisor	8
	Officer/Analyst/ Supervisor	Journey-level analytical work in an assigned area, department, or operations of the City. Incumbents have limited to no budget responsibility with the impact of work concentrated within the area of assignment. Duties often require complex decision making skills to troubleshoot standard processes or steps. Assignments are generally broad in nature that require input from multiple sources to identify errors or solutions.	WPCF Operations Supervisor	8
			Laboratory Chemist	8
			Planning and Zoning Coordinator	8
			Landfill Supervisor	8
			Police Officer	8
			Maintenance Electrician	8
	Garage Supervisor	8		

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Foreman/ Lead Specialist/ Technician	Top level of operation, administrative services, office coordination, administrative support for program or staff, may serve as the lead worker.	Street Maintenance Supervisor	7
			Traffic Maintenance Supervisor	7
			Sewer Maintenance Supervisor	7
			Maintenance Manager	7
			911 Dispatch Supervisor	7
			Engineering Supervisor	7
			Library Manager	7
			Recycling Coordinator	7
			HR Generalist	7
			Public Information Officer	7
			GIS Administrator	7
			Building Inspector	7
	Fire Captain	7		
	Senior Specialist / Technician	Advanced specialized program support or complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures; requires a comprehensive knowledge and skill of the assigned area or function to complete the assigned responsibilities assigned.	Engineering Assistant	6
			Pre-treatment Coordinator	6
Master Firefighter			6	
Mechanic			6	

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Specialist / Technician	Specialized program support or moderately complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures.	Water Laboratory Technician	5
			Code Compliance Officer	5
			Traffic Maintenance Technician	5
			Equipment Operator	5
			IT Technician	5
			WPCF Maintenance Technician	5
			WPCF Plant Operator	5
			Firefighter	5
	Assistant/ Technician	Work is routine in nature with the majority of time dedicated to the performance of tasks related to one area of responsibility, with standardized responsibilities of basic maintenance and repair, transaction processing, general administrative support.	Accounting Specialist	4
			Maintenance Worker	4
			Engineering Aide	4
			De-manufacturing Technician	4
			911 Communication Specialist	4
			Reference Librarian	4

Occupational Group	Title	Level Definition	Position Title	Grade
SUPPORT (NON-EXEMPT)	Worker/Representative	Role is within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations and how responsibilities of multiple positions interact and impact that area.	Program Supervisor	3
			Administrative Specialist	3
			Custodian	3
			Librarian	3
	Receptionist/Clerk/Worker	Role is typically assigned within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations.	Library Assistant	2
			Administrative Clerk	2
	Clerk	Work is in a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities; with the position accountable for the specific assignments.	Library Clerk	1
			Lifeguard	1
			Gatekeeper	1
			Ground Worker	1
Parking Attendant			1	
Airport Facilities Technician			1	

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 Year	Step 9 3 Year	Step 10 3 Year	Step 11 3 Year	Step 12 3 Year	Step 13 3 Year
1	\$ 33,092.80	\$ 33,904.00	\$ 34,736.00	\$ 35,568.00	\$ 36,400.00	\$ 37,232.00	\$ 38,043.20	\$ 38,875.20	\$ 39,707.20	\$ 40,539.20	\$ 41,350.40	\$ 42,182.40	\$ 43,014.40
2	\$ 36,400.00	\$ 37,294.40	\$ 38,209.60	\$ 39,124.80	\$ 40,040.00	\$ 40,934.40	\$ 41,849.60	\$ 42,764.80	\$ 43,680.00	\$ 44,574.40	\$ 45,489.60	\$ 46,404.80	\$ 47,320.00
3	\$ 40,040.00	\$ 41,038.40	\$ 42,036.80	\$ 43,035.20	\$ 44,033.60	\$ 45,032.00	\$ 46,030.40	\$ 47,028.80	\$ 48,048.00	\$ 49,046.40	\$ 50,044.80	\$ 51,043.20	\$ 52,041.60
4	\$ 44,033.60	\$ 45,136.00	\$ 46,238.40	\$ 47,340.80	\$ 48,443.20	\$ 49,545.60	\$ 50,648.00	\$ 51,750.40	\$ 52,832.00	\$ 53,934.40	\$ 55,036.80	\$ 56,139.20	\$ 57,241.60
5	\$ 48,443.20	\$ 49,649.60	\$ 50,856.00	\$ 52,062.40	\$ 53,289.60	\$ 54,496.00	\$ 55,702.40	\$ 56,908.80	\$ 58,115.20	\$ 59,342.40	\$ 60,548.80	\$ 61,755.20	\$ 62,961.60
6	\$ 53,289.60	\$ 54,620.80	\$ 55,952.00	\$ 57,283.20	\$ 58,614.40	\$ 59,945.60	\$ 61,276.80	\$ 62,608.00	\$ 63,939.20	\$ 65,270.40	\$ 66,601.60	\$ 67,932.80	\$ 69,264.00
7	\$ 58,614.40	\$ 60,070.40	\$ 61,547.20	\$ 63,003.20	\$ 64,459.20	\$ 65,936.00	\$ 67,392.00	\$ 68,868.80	\$ 70,324.80	\$ 71,801.60	\$ 73,257.60	\$ 74,713.60	\$ 76,190.40
8	\$ 64,459.20	\$ 66,081.60	\$ 67,683.20	\$ 69,305.60	\$ 70,907.20	\$ 72,529.60	\$ 74,131.20	\$ 75,753.60	\$ 77,355.20	\$ 78,977.60	\$ 80,579.20	\$ 82,201.60	\$ 83,803.20
9	\$ 70,907.20	\$ 72,696.00	\$ 74,464.00	\$ 76,232.00	\$ 78,000.00	\$ 79,768.00	\$ 81,556.80	\$ 83,324.80	\$ 85,092.80	\$ 86,860.80	\$ 88,649.60	\$ 90,417.60	\$ 92,185.60
10	\$ 78,000.00	\$ 79,955.20	\$ 81,910.40	\$ 83,844.80	\$ 85,800.00	\$ 87,755.20	\$ 89,710.40	\$ 91,644.80	\$ 93,600.00	\$ 95,555.20	\$ 97,510.40	\$ 99,444.80	\$ 101,400.00
11	\$ 85,800.00	\$ 87,942.40	\$ 90,084.80	\$ 92,248.00	\$ 94,390.40	\$ 96,532.80	\$ 98,675.20	\$ 100,817.60	\$ 102,960.00	\$ 105,102.40	\$ 107,244.80	\$ 109,387.20	\$ 111,550.40
12	\$ 94,390.40	\$ 96,740.80	\$ 99,091.20	\$ 101,462.40	\$ 103,812.80	\$ 106,184.00	\$ 108,534.40	\$ 110,905.60	\$ 113,256.00	\$ 115,606.40	\$ 117,977.60	\$ 120,328.00	\$ 122,699.20
13	\$ 103,812.80	\$ 106,412.80	\$ 109,012.80	\$ 111,612.80	\$ 114,192.00	\$ 116,792.00	\$ 119,392.00	\$ 121,992.00	\$ 124,571.20	\$ 127,171.20	\$ 129,771.20	\$ 132,371.20	\$ 134,971.20
14	\$ 114,192.00	\$ 117,062.40	\$ 119,912.00	\$ 122,761.60	\$ 125,611.20	\$ 128,481.60	\$ 131,331.20	\$ 134,180.80	\$ 137,030.40	\$ 139,900.80	\$ 142,750.40	\$ 145,600.00	\$ 148,449.60
15	\$ 125,611.20	\$ 128,752.00	\$ 131,892.80	\$ 135,033.60	\$ 138,174.40	\$ 141,315.20	\$ 144,456.00	\$ 147,596.80	\$ 150,737.60	\$ 153,878.40	\$ 157,019.20	\$ 160,160.00	\$ 163,300.80
16	\$ 138,174.40	\$ 141,627.20	\$ 145,080.00	\$ 148,533.60	\$ 152,006.40	\$ 155,459.20	\$ 158,912.00	\$ 162,364.80	\$ 165,817.60	\$ 169,270.40	\$ 172,723.20	\$ 176,176.00	\$ 179,628.80
17	\$ 152,006.40	\$ 155,792.00	\$ 159,598.40	\$ 163,404.80	\$ 167,190.40	\$ 170,996.80	\$ 174,803.20	\$ 178,588.80	\$ 182,395.20	\$ 186,201.60	\$ 189,987.20	\$ 193,793.60	\$ 197,600.00
18	\$ 167,190.40	\$ 171,371.20	\$ 175,552.00	\$ 179,732.80	\$ 183,913.60	\$ 188,094.40	\$ 192,275.20	\$ 196,456.00	\$ 200,636.80	\$ 204,817.60	\$ 208,998.40	\$ 213,179.20	\$ 217,360.00

City Council – paid monthly - \$6,000 per year

Mayor – paid monthly - \$10,200 per year

Seasonal / Contracted Employees	
<i>This includes all departments with no exceptions unless otherwise stated and approved by City Administrator.</i>	
Year 1	\$14.00 per hour
Year 2	\$15.00 per hour
Landfill contracted employees	\$9.00 per hour
Recycling Center Contracted Employees	\$8.25 per hour
<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	
WPCF Contracted (with certifications)	\$20.00 per hour

CITY OF OTTUMWA
Position Description Questionnaire (PDQ)

I. BACKGROUND

EMPLOYEE INFORMATION: In this section, you will provide information regarding your name, current job title, your immediate supervisor, etc. This information will help us make sure we refer to the correct job throughout the study

Employee Name	Date Form Completed	
Official Job Title	Department	
Work Phone (if applicable)	Time in Current Position	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10+ years
E-mail		

Immediate Supervisor	Immediate Supervisor Reports To
Name	Name
Title	Title

II. POSITION INFORMATION

1. POSITION SUMMARY

Please write 1 to 3 sentences that describe the purpose and major duties of your position.

Example: Computer Support Technician

Summary: To operate, maintain and repair computer equipment and to provide technical assistance to users; provide guidance to users on how to fix problems; install equipment and programs; troubleshoot problems by researching potential solutions; and provide input on software and equipment purchases.

2. SUPERVISION AND ORGANIZATIONAL RELATIONSHIPS

a. Supervisory and Lead Worker/Working Supervisor Responsibilities

For each statement in the chart below, if the statement applies to your position, please check the box under the "Yes" column and then indicate the number of employees for which you are responsible for supervising to the right of the statement.

Supervisor/Manager: Officially responsible for regularly directing the work of full-time/part-time employees and has the authority to evaluate performance, sign performance reviews, and reward/discipline. This is different from "lead" worker duties.

Lead Worker/Working Supervisor: Position functions in a "lead" capacity for a group of employees. The Lead Worker/Working Supervisor does not have full formal supervisory authority, however they are responsible for assigning, scheduling, directing daily work assignments, reviewing work, and providing guidance as the most technically skilled member of the work team. In addition to lead worker duties, the position is responsible for performing the same responsibilities as assigned employees.

NOTE: Employees serving as project managers that supervise, coordinate, or lead organizational or cross department/division projects, please describe such duties and responsibilities in [Section 3 – Essential Duties](#).

Yes	Duty	# of Employees
<input type="checkbox"/>	I do not officially supervise other employees (sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc.).	NA
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of other regular employees.	
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of part-time or contract employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for other regular employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for part-time or contract employees.	

3. ESSENTIAL RESPONSIBILITIES

In the table below, please list your essential duties, and the decisions you make in carrying out each duty. Essential Responsibilities describe why your role with exists. Please reference the following guidelines when completing this section:

DO	<p>List responsibilities that make up at least 5% of your time.</p> <p>Use descriptive action verbs such as – prepares, calculates, operates, etc. to start each statement.</p> <p>Provide enough detail so that someone outside of the organization and not directly familiar with your job will have a clear understanding of what it is that you do.</p> <p>Follow the format of what, how and why – “I do this, by doing this, in order to...”</p> <p>Indicate how often you perform each duty in the “Frequency” column.</p> <p>Estimate how much of your time is spent on each task in the “Percent of Time” column. The total cannot exceed 100%. <i>Example: Sally conducts property value estimates 20% of the time, it may mean she spends one day out of five on that task, or that she spends around two hours each day. These need only be estimates so do not spend a great deal of time trying to come up with an exact percentage. The percentages of your essential duties should not exceed 100%, but should account for at least 80% of your time.</i></p>
DON'T	<p>Copy and paste language from your current job specification unless it is accurate and reflects current duties and responsibilities.</p> <p>List specific tasks (e.g., complete weekly project status report).</p> <p>Use phrases such as “assists with” or “participates in.” If you must use these phrases, provide specific details of what you assist with.</p> <p>Use acronyms.</p> <p>Spend a great deal of time trying to come up with an exact percentage in the “Percent of Time” column.</p>
<p>Example</p> <p><u>DON'T WRITE</u> “Prepares quality assurance reports”</p> <p><u>DO WRITE</u> “Prepares quality assurance reports by summarizing client error reports in order to add to the knowledge- base and identify broader solutions 20% of the time”. This may mean the employee spends one day out of five on that task OR spends around two hours each day.</p>	

Essential Duties (What you do and how you do it.)	Decisions Required	Frequency	% of Time
EXAMPLES: (List actual essential duties below examples)			
<i>Prepares monthly newsletters by gathering information, writing copy, editing, and preparing for publication.</i>	<i>Articles to include, editorial changes, graphics, layouts</i>	M	25%
<i>Performs inventory spot checks and monthly counts of supplies in warehouse.</i>	<i>When to check supplies</i>	M	10%
<i>Plans, develops, and manages department policies and programs.</i>	<i>How to plan department activities based on organization goals set forth by higher-level staff</i>	M	20%
1.		Pull down menu options	
2.		Pull down menu options	
3.		Pull down menu options	
4.		Pull down menu options	
5.		Pull down menu options	
6.		Pull down menu options	
7.		Pull down menu options	
8.		Pull down menu options	
9.		Pull down menu options	
10.		Pull down menu options	

4. REQUIRED KNOWLEDGE AND SKILLS

Please list the knowledge and skills required for **entry into your position**, and not what you might necessarily know or be able to do after being in your position for a number of years.

Knowledge: refers to the possession of concepts and information gained through experience, training and/or education and can be measured through testing.

Examples: 1. Basic carpentry, plumbing, and masonry work. 2. Project management. 3. Accounting principles.

Skills: refers to proficiencies that can be demonstrated and are typically manual in nature and/or can be measured through testing.

Examples: 1. Computer proficiency. 2. Communication skills. 3. Report writing.

Knowledge and Skills

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

III. EDUCATION, EXPERIENCE, AND EQUIPMENT

1. EDUCATION

Identify the minimum level of education you believe is needed to satisfactorily perform your job **at entry level**. This may be different from what the organization currently requires and/or from your own level of education.

Position Requires

- Less than High School Diploma or equivalent (G.E.D.) (ability to read, write, and follow directions)
- High School Diploma or equivalent (G.E.D.)
- Up to one year of specialized or technical training beyond high school
- Associate degree (A.S., A.A.) or two-year technical certificate
- Bachelor's degree in _____
- Master's degree in _____
- Other (explain): _____

- What field(s) should training or degree be in: _____

2. EXPERIENCE

Example:

Type of Experience: Professional-level engineer experience

Minimum Time Required: 2 years

Identify the minimum type and years of experience required for entry into your job?	
Type of Experience	Minimum Time Required
	years
	years

	years
--	-------

3. SPECIAL REQUIREMENTS

List any registrations, certifications or licenses that are required for entry into your position. Do not use acronyms. If no certifications or licenses are required, just leave this section blank. Registration, Certification, or Licenses:

Example:

Certificate of Registration as a professional engineer in the State required at entry or must obtain within 6 months of employment and maintain while employed in the position.

Example:

State Class B Driver's License required at entry and must be maintained while employed in the position.

4. MACHINES, TOOLS AND EQUIPMENT

List any specialized machines, tools, equipment or software used in your work and show the time spent using each. Do not list common office equipment and software such as Microsoft Office, e-mail applications, copiers, faxes, personal computers, etc.

Machines, Tools, Equipment	Time
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options

IV. DECISION MAKING AND JUDGMENTS

Example 1: Make decisions on the best and most proper way of reporting revenue items, determine if certain practices or procedures are compliant with cash handling policies.

Example 2: Make decisions regarding project timeline, deliverables, and budget compliance.

Describe two decisions and/or judgments you make regularly and independently in the performance of your duties.

1.

2.

When making decisions do you **most often (Check only one):**

- Routinely check with your supervisor before doing anything other than following standard procedures.
- Follow standard procedures and established practices to resolve problems using limited discretion.
- Use some discretion in your daily work and recommend new or revised policies, procedures and standard practices, which may be implemented after being approved by your supervisor.
- Create and implement new solutions not previously applied

Indicate which of the following types of decisions you make regularly in the course of your work.

- I plan and schedule the work of others.
- I set goals and objectives for others.
- I provide training and instruction to others.
- I assign work activities to others.
- I establish standard procedures.
- I make hiring and promotion decisions.
- I provide discipline and performance counseling.
- I provide advice to peers that they must consider carefully before making a decision. (*Example: Purchasing*)

Coordinator provides instruction regarding procurement/purchasing processes)

- I provide information to supervisors/management that they use in making a decision.

V. PHYSICAL REQUIREMENTS

1. PHYSICAL FACTORS

Your answers in this section will not affect how your job is classified.

Check the box that best describes the overall amount of physical effort required to perform your job.

- Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.
- Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.
- Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Heavy Work:** Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.
- Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Climbing: Ascending or descending ladders, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.	Pull down menu options	Pull down menu options
Balancing: Maintaining body equilibrium to prevent falling when walking, standing or crouching on narrow, slippery or erratically moving surfaces.	Pull down menu options	Pull down menu options
Stooping: Bending body downward and forward by bending spine at the waist.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Kneeling: Bending legs at knee to come to a rest on knee or knees.	Pull down menu options	Pull down menu options
Crouching: Bending the body downward and forward by bending leg and spine.	Pull down menu options	Pull down menu options
Crawling: Moving about on hands and knees or hands and feet.	Pull down menu options	Pull down menu options
Reaching: Extending hand(s) and arm(s) in any direction.	Pull down menu options	Pull down menu options
Standing: Particularly for sustained periods of time.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Walking: Moving about on foot to accomplish tasks, particularly for long distances.	Pull down menu options	Pull down menu options
Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.	Pull down menu options	Pull down menu options
Pulling: Using upper extremities to exert force in order to draw, drag, haul or tug objects in a sustained motion.	Pull down menu options	Pull down menu options
Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position-to-position.	Pull down menu options	Pull down menu options
Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.	Pull down menu options	Pull down menu options
Grasping: Applying pressure to an object with the fingers or palm.	Pull down menu options	Pull down menu options
Feeling: Perceiving attributes of objects, such as size, shape, temperature or texture by touching the skin, particularly that of fingertips.	Pull down menu options	Pull down menu options
Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.	Pull down menu options	Pull down menu options
Hearing: Ability to receive detailed information through oral communication, and to make fine discriminations in sound, such as when making fine adjustments on machined parts.	Pull down menu options	Pull down menu options
Seeing: The ability to perceive the nature of objects by the eye.	Pull down menu options	Pull down menu options
Repetitive Motions: Substantial repetitive movements (motions) of the wrists, hands, and/or fingers.	Pull down menu options	Pull down menu options

2. WORKING CONDITIONS

Your answers in this section **will not** affect how your job is classified.

Check the box next to each working condition that you are subject to during the course of your work, and indicate the amount of time you are subject to that condition.

If most of your work is in an office setting, you may select the “Does Not Apply” box below.

Does Not Apply

	Condition	Time
<input type="checkbox"/>	Hazardous physical conditions (mechanical parts, electrical currents, vibration, etc.)	Pull down menu options
<input type="checkbox"/>	Atmospheric Conditions (fumes, odors, dusts, gases, poor ventilation)	Pull down menu options
<input type="checkbox"/>	Hazardous materials (chemicals, blood and other body fluids, etc.)	Pull down menu options
<input type="checkbox"/>	Extreme temperatures	Pull down menu options
<input type="checkbox"/>	Inadequate lighting	Pull down menu options
<input type="checkbox"/>	Work space restricts movement	Pull down menu options
<input type="checkbox"/>	Intense noise	Pull down menu options
<input type="checkbox"/>	Travel	Pull down menu options
<input type="checkbox"/>	Environmental (challenging behaviors, imminent danger, threatening environment)	Pull down menu options

VI. ADDITIONAL COMMENTS

Are there any additional comments you would like to make to be sure you have described your job adequately?

VII. EMPLOYEE, SUPERVISOR, AND DEPARTMENT DIRECTORS SIGNATURES

EMPLOYEE CERTIFICATION

I certify that the above statements and responses are accurate and complete to the best of my knowledge.

Employee Signature:

Date:

IF APPROPRIATE, TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR AND DEPARTMENT DIRECTOR

Use this section to note any additional comments, additional duties or disagreements with any section of the questionnaire. Do not change anything written by the individual filling out the questionnaire and do not address any performance issues. If you disagree with any information provided or believe some information is missing, indicate below the question number and your comments.

Question No.	Comments
--------------	----------

*** Any supervisor or department director comments must be discussed with the employee. ***

SUPERVISOR AND DEPARTMENT DIRECTOR SIGNATURES

Please check the appropriate statement:

- I agree with the employee's position questionnaire as written.
- The above modifications have been discussed with the employee, and the employee agrees with these modifications.
- The above modifications have been discussed with the employee, and the employee disagrees with these modifications.

Supervisor Signature:

Date:

Department Director Signature:

Date:

I have noted the modifications made by my supervisor in the comments section above.

Employee Signature:

Date:

Position Name:	
Department:	
Name of person Requesting analysis	

Reason for request (*please check one*)

- A new position needs to be created
- Essential duties of the position have substantially changed
(30% or more of the duties have changed)
- New responsibilities have been performed for a minimum of 6 months and are determined to be permanent
- Other (*please list*) _____

Signature

Date

Please attached a completed Position Description Questionnaire (PDQ) and another other supporting documentation with this submission to HR for review.

Reviewed by:	
Date completed:	
Action taken:	

Signature

Date

Employee Name _____

Department _____ Current Position _____

Type of certification (please check one)

- Professional (general work in a profession)
- Operational / Product-specific

Name of Certification received _____

Description of how certification obtained is pertinent to the current position

This certificate is used _____ times a _____
(daily/weekly/monthly/annually)

I understand that my pay will be adjusted _____ (step / grade) due to earning this certification. I understand that it is my responsibility to keep the certification current as necessary. If I let the certification lapse or expire, I understand that I will lose the pay adjustment mentioned above.

Employee Signature _____ Date _____

Department Head Signature _____ Date _____

HR Director Signature _____ Date _____

City Administrator Signature _____ Date _____

**Please attach a copy of the certification received with this notice.*

received
11-17-23 SKM

Item No. I.-6.

revision

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 21, 2023

Engineering Department
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #193-2023. Approving Change Order #1 and accepting the work as final and complete for the Street Crack Repair Program 2023.

 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 #193-2023.

DISCUSSION: This project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa. The contract is set up for a specified lineal feet (LF) of crack sealing. This project was awarded to Parking Lot Specialties, LLC of Carlisle, Iowa.

Change Order #1 consists of quantity adjustments.

\$46,800.00 Original Contract Amount
\$ 1,657.50 Change Order #1
\$48,457.50 New Contract sum
\$44,460.00 Less Previous Payments
\$ 3,997.50 Final Payment

Parking Lot Specialties, LLC of Carlisle, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

Funding:
\$50,000.00 2023 ESRP

Source of Funds: ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #193-2023

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE STREET CRACK SEAL PROGRAM 2023.

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on October 3, 2023 with Parking Lot Specialties, LLC of Carlisle, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$1,657.50 for contract quantity adjustments. The new contract sum is \$48,457.50.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Street Crack Seal Program 2023 is hereby accepted as complete and authorization to make final payment to Parking Lot Specialties, LLC of Carlisle, Iowa in the amount of \$3,997.50 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: HMA, PCC Street Crack Repair Program 2C PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Parking Lot Specialties

PAY PERIOD: 6-Nov-23

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$46,800.00
2. Net change by Change Orders	\$1,657.50
3. Contract Sum to Date (Line 1± Line 2)	\$48,457.50
4. Total Completed and Stored to Date	\$48,457.50
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$48,457.50
7. Less Previous Payments	\$44,460.00
8. Current Payment Due	\$3,997.50

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Parking Lot Specialties

DATE: 11/9/2023

BY: Amy L. Brown

TITLE: Office Manager

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$3,997.50

Phil Burman
ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: 11-16-2023

HMA, PCC Street Crack Repair Program 2023									
2									
11/6/2023									
Parking Lot Specialties									
AS BUILT									
QUANTITY									
% OF									
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT
1	Crack & Joint Cleaning and Filling, Hot Pour (HMA & PCC Surfa	LF	36000	\$1.30	\$46,800.00	37,275	\$48,457.50	\$1,657.50	103.54%
					TOTAL		\$46,800.00		
					ASBUILT TOTAL		\$48,457.50		
								\$1,657.50	

**Section 640
CHANGE ORDER**

Project: HMA, PCC Street Crack Repair Program 2023 To Contractor: Parking Lot Specialties

Change Order Number: 1

The Contract is changed as follows:

Quantity Adjustment, See Tab Sheet	<u>\$1,657.50</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	\$1,657.50


Base bid amount \$46,800.00

NEW PROJECT TOTAL \$48,457.50

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$46,800.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$46,800.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$1,657.50</u>
The new Contract Sum including this change order	<u>\$48,457.50</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.



ENGINEER/
DIRECTOR OF PUBLIC WORKS

11-16-2023

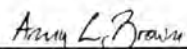
DATE

Parking Lot Specialties

CONTRACTOR

11/9/2023

DATE



BY

Office Manager

TITLE

received
11-17-23 SAM

Item No. I.-7.

beviatar

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 21, 2023

Phillip Burgmeier
Prepared By

Engineering
Department

Department Head


City Administrator Approval

AGENDA TITLE: Resolution 194-2023. Approving purchase of equipment from Bert Gurney & Associates for the WPCF Aeration System Improvements Project and authorizing the Mayor to sign the agreement.

**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 194-2023.

DISCUSSION: The WPCF Aeration Project will modify the existing blowers to better align with the current aeration needs. It will also install automation equipment so the aeration demand will be constantly adjusted to the actual demand. This will prevent under aeration as demand increases and over aeration as demand decreases.

Quotes were solicited form 4 companies for valves, DO analyzers, and flow sensors. Bert Gurney & Associates was the low bidder for the valves and oxygen analyzers. There were no responsive bidders for the flow sensors. The attached contract is for Gurney to provide 4 electric actuated valves, 1 manual actuated valve, and 2 dissolved oxygen analyzers. These items are being procured by the city because the estimated lead times are 44-50 weeks from approval of the purchase agreement. The lead time for flow sensors is not as long so these items will be included with the construction contract to be let at a later date

This contract is for \$56,235.25. WPCF budgeted \$65,000 for the line items included under this contract and \$632,000 for the entire project. Along with the engineering contract and the initial procurement contract with Howden there is \$267,742 remaining in the budget for construction of the improvements.

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION NO. 194-2023

A RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT FROM BERT GURNEY AND ASSOCIATES FOR THE WPCF AERATION SYSTEM IMPROVEMENTS PROJECT

WHEREAS, This agreement will provide for the purchase of equipment from Bert Gurney and Associates for the WPCF Aeration System Improvements Project and,

WHEREAS, Bert Gurney & Associates was the lowest responsive bidder.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder Bert Gurney & Associates of Omaha, NE in the amount of \$56,235.25.

APPROVED, PASSED, AND ADOPTED, this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

BID TABULATION
City of Ottumwa, IA
WPCF Aeration System Control Improvements
Control Valves, Airflow Meters, and Dissolved Oxygen (DO) Analyzers Procurement
10/26/2023

Item No.	Description	HACH ¹	Gurney & Associates, Inc.	Mellen & Associates	Miller Mechanical Specialties, Inc. ^{1,2,3}
1	Lump Sum Bid Price for Four (4) 8" Electric Actuated Butterfly Valves and One (1) 4" Manually Actuated Butterfly Valve.	No Bid	\$42,866.25	\$51,653.00	\$ 17,280.45
2	Lump Sum Bid Price for Four (4) 8" Air Flow Sensors and One (1) 4" Air Flow Sensor.	No Bid	No Bid	No Bid	\$ 23,732.22
3	Lump Sum Bid Price for Two (2) Dissolved Oxygen Analyzers	\$18,944.60	\$13,369.00	No Bid	\$ 9,033.47
4	Total if Providing a Bid for All Items Listed Above	-	-	-	\$ 49,037.29

Notes

1. Did not provide a bid security
2. Valves Proposed do not have a shaft meeting AWWA C504
3. Total submitted on bid form is less than total of individual quotes.

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **City of Ottumwa, Iowa, 105 E. Third St. Ottumwa, IA 52501** ("Buyer") and **Bert Gurney & Associates** ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows:

1. Supply of four (4) 8" electric modulating butterfly valves for control of air to VLR Basins 1 through 4, and one (1) 4" manually actuated butterfly valve for control of air to the Primary Clarifier Pre-Aeration Basins.
2. Supply of two (2) Dissolved Oxygen (DO) Analyzers for VLR Basins 3 and 4.
3. Shop Drawing Submittals and Operation and Maintenance Manuals.
4. Installation Checks, Field Testing, and Onsite Training.

1.02 The Project

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **City of Ottumwa, IA, WPCF Aeration System Control Improvements.**

1.03 Engineer

A. Buyer has retained **HDR Engineering** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 Point of Destination

A. The Point of Destination is designated as: **Water Pollution Control Facility Address: 2222 Emma St, Ottumwa, IA 52501.**

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	10-12 Weeks	Delivery of Submittal after Mutually Agreed Purchase Agreement.
Deliver acceptable Goods to Point of Destination	34-38 Weeks	Delivery may be made in the 15-day period before delivery date
Commence Special Services for Goods	TBD	If commencement is linked to delivery, "delivery" means date of Buyer's acknowledgment of receipt
Complete Special Services for Goods	TBD	
Readiness for Final Inspection and Acceptance of Goods and Special Services	TBD	

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 10 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$450.00 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price: **\$56,235.25** Based on Attached Bid*

- A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller’s Bid, as summarized below and attached hereto as an exhibit.

Procurement Price for Four (4) 8” Electric Actuated Butterfly Valves and One (1) 4” Manually Actuated Butterfly Valve	\$42,866.25
Procurement Price for Two (2) Dissolved Oxygen Analyzers	\$13,369.00
Total Procurement Contract Price	\$56,235.25

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples	10
2. Completion of acceptable factory testing (if any)	5
3. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	70
4. Completion of Special Services in accordance with Procurement Contract Documents	10
5. Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Procurement Contract Price (Lump Sum)	100

- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer’s presentation to Buyer of the Application for Payment and Engineer’s recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest at the statutory rate.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:
1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about **December 31, 2023**. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.
 2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
 3. After assignment:
 - a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.
 - b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
 - c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
 - d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying

Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.

- e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
- f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.
 - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
 - 2) Contractor/Assignee shall pay Seller within **30** days of receipt of payment from the Project Owner under the construction contract.
 - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer or Seller), to the other party, without submittal to Engineer.
 - 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
 - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
 - 3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.
 - 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
- i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.

- j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
 - k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
 - l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
 - m. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner), and cease to be operational.
- B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents as listed in the Project Manual.
 - 5. Drawings (not attached but incorporated by reference):
 - a. consisting of a cover sheet and sheets numbered **00G00** through **00Y601**, inclusive, with each sheet bearing the following general title: **City of Ottumwa, Iowa, Water Pollution Control Facility (WPCF). Aeration System Control Improvements**
 - 6. Addenda Numbers 0 to 0 . inclusive.

7. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
8. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
 - b. Exhibit B, Surety's Consent to Assignment.
 - c. Documentation submitted by Seller; and
 - d. **Other Exhibits.**
9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 1. Seller has examined and carefully studied the Procurement Contract Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—RESERVED

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the

tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is _____.

Buyer

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____
(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Seller
Burt Gurney & Associates, Inc
(typed or printed name of organization)

By: J. Christopher Johnson
(individual's signature)

Date: 11-15-2023
(date signed)

Name: J. Christopher Johnson
(typed or printed)

Title: President
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Judy Johnson
(individual's signature)

Title: Project Coordinator
(typed or printed)

Address for giving notices:
4428 S. 108th Street
Omaha, NE 68137

Designated Representative:

Name: J. Christopher Johnson
(typed or printed)

Title: President
(typed or printed)

Address:
4428 S. 108th St.
Omaha, NE 68137

Phone: (402) 551-7995

Email: chrisj@burtgurney.com

EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between **City of Ottumwa, Iowa, 105 E. Third St. Ottumwa, IA 52501** ("Buyer") and **Bert Gurney and Associates, Inc. 4428 South 108th Steet, Omaha, NE 68137** ("Seller") for furnishing Goods and Special Services entitled **City of Ottumwa, IA, WPCF Aeration System Control Improvements, Blowers, Control Valves, and Instrumentation Procurement** (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

EXHIBIT B—SURETY’S CONSENT TO ASSIGNMENT

Surety hereby acknowledges, agrees, and consents that the Procurement Contract for furnishing Goods and Special Services entitled **City of Ottumwa, IA, WPCF Aeration System Control Improvements, Blowers, Control Valves, and Instrumentation Procurement** by and between **City of Ottumwa, Iowa** (“Buyer”) and **Bert Gurney and Associates** (“Seller”) may be assigned, transferred, and set over to _____ (“Contractor/Assignee”), in accordance with Article 5 and Exhibit A of the Agreement between Buyer and Seller for Procurement Contract.

Surety further agrees that, upon assignment of the Procurement Contract, the Contractor/Assignee shall have all the rights of the Buyer under the Procurement Performance Bond and Procurement Payment Bond.

Agreement to Assignment Acknowledged and Accepted by Surety

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

Attach Power of Attorney.

Bert Gurney and Associates, Inc.

BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

**City of Ottumwa, Iowa
City Hall
105 E. Third St.
Ottumwa, IA 52501**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 *Individual Lump Sum Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s) (Note that Supplier/Manufacturer does not need to provide a bid price for all items listed.

1. Lump Sum Bid Price for Electric Actuated Butterfly Valves

Lump Sum Bid Price for Four (4) 8" Electric Actuated Butterfly Valves and One (1) 4" Manually Actuated Butterfly Valve.	\$ 42,866.25
---	---------------------

2. Lump Sum Bid Price for Air Flow Sensors

Lump Sum Bid Price for Four (4) 8" Air Flow Sensors and One (1) 4" Air Flow Sensor	\$ NO BID
--	------------------

3. Lump Sum Bid Price for Dissolved Oxygen Analyzers

Lump Sum Bid Price for Two (2) Dissolved Oxygen Analyzers	\$ 13,369.00
---	---------------------

4. Total

Total if Providing a Bid for All Items Listed Above	\$ _____
---	----------

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees to the furnishing of Goods and Special Services in accordance with the Procurement Contract Documents for the following Proposed Times set forth below (Bidder to fill in proposed date or days):

Milestone	Date or Days	Notes
Submit Shop Drawings	10-12 Weeks	Delivery of Submittal after Mutually Agreed Purchase Agreement.
Deliver acceptable Goods to Point of Destination	4/30/2024	Delivery may be made in the 15-day period before delivery date
Commence Special Services for Goods	6/1/2024	If commencement is linked to delivery, "delivery" means date of Buyer's acknowledgment of receipt
Complete Special Services for Goods	6/15/2024	
Readiness for Final Inspection and Acceptance of Goods and Special Services	6/30/2024	

- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form prescribed in the Instructions to Bidders.
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - C. Equipment Data Sheets.
 - D. Required Bidder Qualification Statement with supporting data.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.

- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Procurement Contract Documents.
2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller’s obligations under the Procurement Contract.
4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller’s obligations under the Procurement Contract.
5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller’s obligations under the Procurement Contract.
7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 Bidder’s Certifications

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.



RELATIONSHIPS • TECHNOLOGY • SERVICE
 Bert Gurney & Associates Inc.
 4428 South 108th Street
 Omaha, Nebraska 68137
 402-551-7995

NORTHWEST BANK
 OMAHA, NEBRASKA 68144

27-68/2739

19523

10/26/2023

\$ **2,811.76

W2531081-01-22

PAY TO THE ORDER OF CITY OF OTTUMWA

Two Thousand Eight Hundred Eleven and 76/100*****

DOLLARS

CITY OF OTTUMWA
 CITY HALL
 105 EAST THIRD
 OTTUMWA, IA 52501

BERT GURNEY AND ASSOCIATES, INC.

BID SECURITY WPCF AERATION SYSTEMS CON

⑈0 19523⑈ ⑆273970682⑆ 7000714⑈

Security Features Included Details on back

Bert Gurney & Associates Inc. Omaha, Nebraska 68137
 CITY OF OTTUMWA

10/26/2023

19523

BID SECURITY WPCF AERATON SYS CONT IMPR

2,811.76

CHECKING BID SECURITY WPCF AERATION SYSTEMS

2,811.76

Bert Gurney & Associates Inc. Omaha, Nebraska 68137
 CITY OF OTTUMWA

10/26/2023

19523

BID SECURITY WPCF AERATON SYS CONT IMPR

2,811.76

CHECKING BID SECURITY WPCF AERATION SYSTEMS

2,811.76



RELATIONSHIPS • TECHNOLOGY • SERVICE

October 26th, 2023

ATTENTION: Bidding Contractors

PROPOSAL: BGA 23-351-0

ENGINEER: HDR – Sioux Falls, SD

PROJECT: 2023 WPCF Aeration System Control Improvements
Ottumwa, IA

BID DATE: October 26th, 2023 @ 2:00 PM CDT

PROPOSAL

DIVISION 40 – PROCESS INTERCONNECTIONS
SECTION 40 05 64 – BUTTERFLY VALVES

A) One (1) Lot of Process Valves as detailed below.

Line #	Qty	Size / Type / Operator / Connection	Sheet / Tag / Location	Lead Time	Unit Sell Price	Extended Sell Price
1	4	8" / High Performance Butterfly Valve / Electric Actuator (Modulating, 480V) / Flanged	Sheet: 01D101 / Tag: VLR-V2012, VLR-V2022, VLR-V2032, VLR-V2042 / Location: VLR Basins 1-4	34-38 Weeks	\$ 9,900.00	\$ 39,600.00
2	1	4" / High Performance Butterfly Valve / Hand Wheel / Flanged	Sheet: 01D501 / Tag: PCPA-V2111 / Location: PC Pre-Aeration Piping	14-16 Weeks	\$ 766.25	\$ 766.25
3	1	Gurney Start Up			\$ 2,500.00	\$ 2,500.00
		TOTAL				\$ 42,866.25

SECTION 40 75 00 – PROCESS LIQUID ANALYTICAL MEASUREMENTS

Tags: VLR-AE/AIT2033 & VLR-AE/AIT2043

B} Two (2) Xylem/YSI IQ SensorNet 282 On-line monitoring systems consisting of the following.

QTY.	Model	Part No.	Description
1	DIQ/S 282-CR3/24V	472120Y	282 Controller, 3 Current Outputs, 3 Relays, 24V AC/DC Power Supply, 1 Sensor Connection
1	FDO 700 IQ	201650Y	Optical DO Probe, 0-20.00 mg/l
1	SACIQ-7.0	480042Y	Sensor Connection Cable, 7m, 22.9'
1	SMK	245 8000Y	Quick Release Stainless Steel Handrail Mounting Bracket for Sensors w/ 1.5" PVC Couplers & End Cap, 1.5" PVC Pipe by Others
1	SSH/IQ	109295Y	Plastic Sun Shield for 282 Controller Mounting
1	MR/SD 170	109286Y	Rail Mounting Kit for SSH/IQ Sun Shield

NOTE: NEMA 4X Enclosure is not included and will be supplied by others.

\$ 13,368.00

ADDITIONAL ITEMS INCLUDED:

Submittal for Engineers' approval.
 IO&M Manuals.

Start-up Services

- **Items A} & B} 2 Days, 2 Trips each**

ITEMS NOT INCLUDED:

Freight

Sales or use taxes of any kind or type.
 Installation labor, service, or supervision.

Anchor bolts, brackets, fasteners, lubricants, controls, gauges, wiring or any other item of supply unless specifically mentioned in the preceding scope of supply.

SUBMITTAL & SHIPMENT SCHEDULE: Item A}

SUBMITTAL data can be provided within **10-12 weeks** after receipt and acceptance of a written purchase order. **SHIPMENT** can be scheduled for **34-38 weeks** after receipt of approved submittal and written notice to proceed with manufacturing.

Page 3
Proposal: BGA 23-351-0
2023 WPCF Aeration System Control Improvements
Ottumwa, IA
October 26th, 2023

SUBMITTAL & SHIPMENT SCHEDULE: Item B}

SUBMITTAL data can be provided within **3-4 weeks** after receipt and acceptance of a written purchase order. **SHIPMENT** can be scheduled for **8-10 weeks** after receipt of approved submittal and written notice to proceed with manufacturing.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any **unpaid balance**.

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for acceptance of different or additional Terms & Conditions of Sale.

NOTES:

- 1} Butterfly Valves quoted are lug style with carbon steel body, 316 Stainless Steel Disc, 17-4 Stainless Steel stem with Limitorque electric operators.

*Due to unexpected supply challenges and delays, lead times and shipment schedules are subject to change.

*Quoted prices are valid for 30 days from bid date.

Cordially yours,
GURNEY & ASSOCIATES

Chris Johnson

TERMS & CONDITIONS

- {1} **BERT GURNEY & ASSOCIATES, INC.** is the "Company" and you are the "Purchaser" referred to in the terms and "CONDITIONS".
- {2} Purchaser's terms and conditions inconsistent with those set forth herein will not be recognized and will be of no effect unless agreed to in writing by the Company.
- {3} This proposal is limited to the quantities and items specifically mentioned and listed. The right to correct all typographical or clerical errors in prices or specifications is reserved.
- {4} Unless otherwise specified, prices are F.O.B. point of shipment and are subject to change unless orders are placed with the Company within thirty (30) days from date of Proposal.
- {5} The amount of any applicable tax or other government charge upon the production, sale, shipment and/or use of the goods covered by this proposal shall be added to the price and shall be paid by the Purchaser.
- {6} The Company reserves the right to assign to its Suppliers all or part of the material or equipment to be supplied under this proposal.
- {7} All proposals are subject to the approval of the Company and/or its Supplier.
- {8} If delivery specified herein is F.O.B. point of destination or F.O.B. point of shipment with freight allowed, the Purchaser shall pay the Company or its Supplier, in addition to the purchase price, any amount by which the freight on the goods may be increased by reason of increased freight rates between the dates of this proposal and shipment.
- {9} If shipments are delayed by the Purchaser, payment shall become due on date when the Company or its Supplier is prepared to make shipment, and Purchaser shall assume all risk and expense of storage.
- {10} The Company shall not be liable for failure to perform or delay in performing an obligation resulting from Acts of God, fires, strikes, accident, terrorism, or other factors beyond reasonable control of the Company.
- {11} Without written authority to Purchaser, the Company or its Supplier will not be liable for expense of repairs made on material or equipment performed outside of Company's factory.
- {12} The Company shall not be liable for any special, indirect, or consequential damages resulting in any manner from the furnishings of the equipment herein or for damages of any kind arising from the use of the equipment specified herein.
- {13} It is understood and agreed that title and right of possession to all material or equipment sold under this proposal remains with the Company or its Supplier until it has received the full price therefore, and same shall retain its characteristics as personal property regardless of its use prior to payment of the purchase price.
- {14} Terms, unless otherwise specified, are thirty (30) days net from date of invoice F.O.B. point of shipment and are not contingent on performance of equipment or materials. Payments in U.S. currency. The Company or its Suppliers may require pro rata payments for partial shipments.

received
11-17-23 SAM

Item No. I.-8.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 21, 2023

John Lloyd WPCF Superintendent
Prepared By

Public Works - WPCF
Department

Phillip Burgmeier
Department Head



City Administrator Approval

AGENDA TITLE: Resolution 195-2023 Approving Elm Street Lift Station Pump #1 Repair.

 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. 195-2023.

Approve Resolution 195-2023 repairing Elm Street Lift Station Pump #1 in the amount of \$33,131.00

DISCUSSION: This is to repair Elm Street Lift Station Pump #1. The pump has an upper seal failure. The cost to repair is \$33,131.00. The cost to replace the pump is an estimated \$135,000. It is more financially prudent to repair the pump while we can.

WPCF budgeted \$160,000 in budget line 610-8-815-6399.
Prior expenses \$56,475
Pump Cost \$33,131.00
 \$23,344.00 remaining in line 610-8-815-6399

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO

RESOLUTION NO. 195-2023

RESOLUTION 195-2023 Approving Elm Street Lift Station Pump #2 Repair

WHEREAS, The City of Ottumwa, Iowa, Water Pollution Control Facility staff received a quotes on the repair of the Elm Street Lift Station #2 pump, Flygt pump 3360.665-5154 096,

WHEREAS, The City of Ottumwa, Iowa Water Pollution Control Facility staff reviewed the quote and recommends repairing the Elm Street Lift Station #2 pump in the amount of 33,131.00. The cost of replacement is estimated to be \$135,000 more, and

WHEREAS, pump repair cost surpasses the purchasing criteria and a resolution is necessary for repairs,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Elm Street Lift Station #2 pump be repaired in the amount of \$33,131.00 and authorizing Mayor Johnson to sign for the repairs.

PASSED, ADOPTED and APPROVED this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, CMC, City Clerk



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0154554
QUOTE DATE: 10/19/2023
EXPIRE DATE: 12/19/2023

SALESPERSON: CHAD SPARKS
CUSTOMER NO: 6830641
QUOTED BY: CAC
FLYGT 3360.665-5154 096

QUOTED TO:
OTTUMWA WATER POLL. CONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

JOB LOCATION:
OTTUMWA WATER POLL. CONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

CONFIRM TO:
MIKE/JOHN 641-244-6815

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA BEST WAY	F.O.B. ORIGIN	TERMS Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
		REPAIR QUOTE				
		TECH NOTS: UPPER SEAL FAIL				
000000824633	EACH	1.00	0.00	0.00	422.00	422.00
		BEARING,ROLLER CYL SNGL ROW140X65X33MM,24X24MM,NU313ECP				
000000828154	EACH	1.00	0.00	0.00	40.00	40.00
		O-RING 74.5 X 3.0 FPM				
000000832133	EACH	1.00	0.00	0.00	198.00	198.00
		KIT,O-RING 3231/3306/3356				
000000833616	EACH	1.00	0.00	0.00	1,500.00	1,500.00
		BEARING,BALL ANG CONT SNGL ROW200X95X45MM, 7319BEM				
000000835748	EACH	1.00	0.00	0.00	657.00	657.00
		BEARING,ROLLER SNGL ROWCYL170X95X32 NJ219ECP/P6				
0000003148810	EACH	1.00	0.00	0.00	1,530.00	1,530.00
		RING,WEAR STATIONARY BRASS				
0000006151323	EACH	1.00	0.00	0.00	10,977.00	10,977.00
		IMPELLER,C 355MM CI 3306				
0000006179902	EACH	1.00	0.00	0.00	5,373.00	5,373.00
		SEAL,MECHANICAL WCCR/WCCR				
0000006311000	EACH	1.00	0.00	0.00	5,289.00	5,289.00
		RING,GUIDE CI				
0000007261800	EACH	1.00	0.00	0.00	3,965.00	3,965.00
		SEAL,MECHANICAL WCCR/WCCR				
/ENVI	EACH	1.00	0.00	0.00	80.00	80.00
		OIL AND ENVIRONMENTAL CHARGE				
/MISC	EACH	1.00	0.00	0.00	300.00	300.00
		MISC. SHOP SUPPLIES				
/PSMS	HOUR	20.00	0.00	0.00	140.00	2,800.00
		PUMP LABOR-SEWAGE/SUBMERSIBLE				

*** Continued ***



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0154554
 QUOTE DATE: 10/19/2023
 EXPIRE DATE: 12/19/2023
 SALESPERSON: CHAD SPARKS
 CUSTOMER NO: 6830641
 QUOTED BY: CAC
 FLYGT 3360.665-5154 096

QUOTED TO:
 OTTUMWA WATER POLL. CONTROL
 2222 SOUTH EMMA
 OTTUMWA, IA 52501

JOB LOCATION:
 OTTUMWA WATER POLL. CONTROL
 2222 SOUTH EMMA
 OTTUMWA, IA 52501

CONFIRM TO:
 MIKE/JOHN 641-244-6815

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA BEST WAY	F.O.B. ORIGIN	TERMS Net 30 Days
---------------	----------------------	------------------	----------------------

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

LEAD TIMES ARE CURRENTLY 5-7 WEEKS ARO, SUBJECT TO
 FACTORY CHANGE

THIS QUOTE DOES NOT INCLUDE FREIGHT AND INSTALLATION

THANK YOU, CINDY CRUISE
 ccruise@electricpump.com
 CC: CHAD SPARKS 515-707-1929

***** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 *****

All return goods must have written approval from Electric Pump, before returning.
 Credit will not be issued without written approval : if applicable there will be a Restock Fee.

Please note that we are no longer offering a thirty(30) day validity date.
 Due to the current volatility in the materials market, pricing and ship
 dates are subject to confirmation at time of order.

Net Order:	33,131.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	33,131.00

received
11-17-23 8AM

Item No. I.-9.

advisor

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 21, 2023

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF
Department

Phillip Burgmeier
Department Head

City Administrator Approval

AGENDA TITLE: Resolution 196-2023 approving the purchase of Barton Lift Station Pump #2 Replacement.

**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. 196-2023.

Approve Resolution 196-2023 Barton Lift Station Pump #2 Replacement in the amount of \$26,256.00.

DISCUSSION: This is to replace Barton Lift Station Pump #2. The pump is no longer functioning and is obsolete. Parts to repair cannot be sourced either. The cost of a replacement pump is \$26,256.00. The City has gotten the useful life out of this pump.

WPCF budgeted \$150,000 in budget line 610-8-815-6727.

Prior expenses \$0

Pump Cost \$26,256.00

\$123,744.00 remaining in line 6727

The pump comes with a one year warranty.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO

RESOLUTION NO. 196-2023

RESOLUTION 196-2023 approving the purchase of Barton Lift Station Pump #2 Replacement.

WHEREAS, The City of Ottumwa, Iowa, Water Pollution Control Facility staff attempted to get a repair quote on Bartons Lift Station pump #2, 3152.091-9540039, and received notification that Bartons Lift Station pump #2 was obsolete and parts were unable to procure and a replacement pump quote was received, and

WHEREAS, The City of Ottumwa, Iowa Water Pollution Control Facility staff reviewed a replacement quote and recommends to replace #2 Bartons pump in the amount of \$26,256.00 because of obsolescence, and

WHEREAS, replacement cost surpasses the purchasing criteria and a resolution is necessary for purchase,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The replacement of #2 Bartons pump be purchased in the amount of \$26,256.00, and authorizing Mayor Johnson to sign for the purchase.

PASSED, ADOPTED and APPROVED this 21st day of November, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, CMC, City Clerk



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0154866
QUOTE DATE: 11/14/2023
EXPIRE DATE: 12/14/2023

SALESPERSON: CHAD SPARKS
CUSTOMER NO: 6830641
QUOTED BY: JRF
JOYCE

QUOTED TO:
OTTUMWA WATER POLL. CONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

JOB LOCATION:
OTTUMWA WATER POLL. CONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

CONFIRM TO:
MIKE ASHLOCK

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
MIKE ASHLOCK	BESTWAY	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
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WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR
REPLACING YOUR OBSOLETE 3152.091-9540039 FLYGT PUMP
FROM BARTONS LS PUMP #2 WITH CURRENT MODEL:

0031530950671	EACH	1.00	0.00	0.00	26,256.00	26,256.00
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NP435-6 20/460/3 50' FM FLS+V ANSI

ESTIMATED LEAD TIME IS 6 WEEKS ARO, SUBJECT TO FACTORY
CHANGE.

THE PRICING ON THIS QUOTE DOES NOT INCLUDE
FREIGHT, INSTALLATION OR START UP.

Electric Pump is committed to supplying you, our
customer, the highest quality products & service.
jfrohwain@electricpump.com
THANK YOU, JOYCE FROHWEIN

***** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 *****

All return goods must have written approval from Electric Pump, before returning.
Credit will not be issued without written approval : if applicable there will be a Restock Fee.

Please note that we are no longer offering a thirty(30) day validity date.
Due to the current volatility in the materials market, pricing and ship
dates are subject to confirmation at time of order.

Net Order:	26,256.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	26,256.00