



CITY OF
OTTUMWA

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 18
Council Chambers, City Hall

June 15, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Dalbey, Roe, Stevens, Meyers, Berg and Mayor Lazio.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 17 on June 1, 2021 as presented.
2. Acknowledgement of May financial report and payment of bills as submitted by the Finance Department.
3. Recommend re-appointment of Jo Rohach and Michael Carpenter to the Library Board of Trustees, terms to expire 7/1/2027 and re-appointment of Keith Caviness to the Ottumwa Water Works Board of Trustees, term to expire 7/22/2027.
4. Civil Service Commission Eligibility List for June 10, 2021: Finance Grants Administrator/Accounts Receivable Accountant Entrance.
5. Approve the appointment of Stephanie Dudman to the full-time position of Grants Administrator/Accounts Receivable Accountant in the Finance Department effective June 28, 2021.
6. Authoring the Mayor to sign a lease agreement with the Adult Softball League for use of facilities effective June 15, 2021 through December 31, 2022.
7. Approving the updated employee Life Insurance Policy and Personnel Policies and Procedures Manual.
8. Approving the utilization of Barada Associates for employee background checks and Motor Vehicle Reports (MVR's).
9. Approving payment to Interstate Power Systems for a repair to the 2003 American LaFrance Pumper Fire Truck for the sum of \$6,674.10.
10. Approving the purchase of two right angle gearbox lift replacements for the Orchard pump station from Gurney & Associates for a total price of \$10,105.
11. Resolution No. 112-2021, setting July 20, 2021 as the date of a Public Hearing on the disposition of City owned property located at 922 Russell Street.
12. Cigarette Permit Applications for: Elliot Oil Company – Albia Road BP (1340 Albia Rd.), North Court BP (1301 N. Court St.), Pennsylvania & Jefferson BP (1147 N. Jefferson), Richmond & Ferry BP (720 Richmond Ave.), West Second BP (1049 W. Second), Casey's General Stores - #7 (1001 E. Main), #1678 (346 Richmond Ave.), #2208 (1603 W. Second), #1886 (504 W. Mary St.), Fareway Stores #648 (1325 Albia Rd.), Smokin Hot, LLC (2604 N. Court, Suite A), Walgreens #1301 (327 W. 4th St.), Yesway #1012 (2508 N. Court St.), Yesway #1013 (534 Church St.), Yesway #1014 (502 W. Second St.), Yesway #1030 (1317 E. Mary St.); Dollar General #7179 (721 N. Quincy Ave.), Dollar General #2898 (921 E. Main St.), Hy-Vee, Inc. DBA Hy-Vee #2 C-Store (2547 N. Court), Hy-Vee, Inc. DBA Hy-Vee #2 (2453 N. Court), Hy-Vee, Inc. DBA Hy-Vee Drugstore (1140 N. Jefferson St.), Hy-Vee, Inc. DBA Hy-Vee #1 (1025 N. Quincy), Hy-Vee, Inc. DBA Hy-Vee #1 Gas (1027 N. Quincy), Walmart Inc. DBA Walmart #1285 (1940 Venture Dr.), Smokin' Joe's Tobacco & Liquor Outlet #5 (1115 Albia Rd.), Fine Liquor & Tobacco (821 B Albia Rd.), Iowa Liquor & Tobacco (1021 E. Main St.; MAD Ave. Quik Shop (405 S. Madison Ave.), Murphy USA #6945 (1939 Venture Drive).

13. Beer and/or liquor applications for: Applebee's, 1303 Vaughn Drive; Jade Palace, 1404 Sherwood; Happy Joe's Pizza, 315 Church Street; Mike's Pizza & Steakhouse, 2517 Northgate; Yesway Store #10012, 2508 N. Court; Yesway Store #10013, 534 Church St.; Yesway Store #10030, 1317 E. Mary; Yesway Store #10014, 502 W. Second; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Fred Zesiger – Main Street Ottumwa Update
2. General Airport Updates

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Presentation of Certificates of Appreciation for Make Ottumwa Shine initiative.

RECOMMENDATION: Present certificates of appreciation.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Forrest Ave. Flood Wall Project for the City of Ottumwa, Iowa.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 123-2021, approving the plans, specifications, form of contract and estimated cost for the Forrest Ave. Flood Wall Project.

RECOMMENDATION: Pass and adopt Resolution No. 123-2021.

2. This is the time, place and date set for a public hearing and Consideration of Order Assessing Penalty for BW Gas & Convenience Retail d/b/a Yesway #1030 – 2nd Violation.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 132-2021, order assessing penalty, 2nd Violation, to BW Gas & Convenience Retail d/b/a Yesway#1030, for the permit holder to either remit one thousand five hundred dollars (\$1,500) to the City on or before July 16, 2021 (30 days from the date of this Order) or agree to a suspension of the retailer's permit for a period of thirty days, for the 2nd violation of Iowa Code section 453A.2(1).

RECOMMENDATION: Pass and adopt Resolution No. 132-2021.

3. This is the time, place and date set for a public hearing on proposed Ordinance No. 3182-2021, amending Chapter 31 ½, Solid Waste, of the Code of Ordinances by repealing Section 31 ½ - 35 in its entirety and enacting a substitute in lieu thereof.

A. Open the public hearing.

B. Close the public hearing.

C. Ordinance No. 3182-2021, amending the Chapter 31 ½, Solid Waste, of the Code of Ordinances by repealing Section 31 ½ - 35 in its entirety and enacting a substitute in lieu thereof.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3182-2021.

B. Waive the second and third considerations, pass and adopt Ordinance No. 3182-2021.

H. RESOLUTIONS:

1. Resolution No. 116-2021, approving the revised contract with Bridge City Sanitation for the collection of refuse, recyclables, bulky items, and yard waste for the City of Ottumwa, effective July 4, 2021 – June 28, 2031.

RECOMMENDATION: Pass and adopt Resolution No. 116-2021.

2. Resolution No. 117-2021, approving the final plat of Kiple's Second Subdivision in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 117-2021.

3. Resolution No. 126-2021, approving an application and agreement for Federal Assistance, Airports Coronavirus Response Grants Program.

RECOMMENDATION: Pass and adopt Resolution No. 126-2021.

4. Resolution No. 127-2021, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2020 RFP#4 K Avenue Patch Project.

RECOMMENDATION: Pass and adopt Resolution No. 127-2021.

5. Resolution No. 128-2021, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the Ottumwa Street Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 128-2021.

6. Resolution No. 129-2021, removing a special assessment in the amount of \$320, plus accumulated interest and administrative costs \$87, that was applied to 1378 Bluegrass Road on Resolution No. 284-2018.

RECOMMENDATION: Pass and adopt Resolution No. 129-2021.

7. Resolution No. 130-2021, approving an application and agreement for Federal Assistance, AIP Grant No. 3-19-0073-023-2021, for Rehabilitate Runway 4/22 & Rehabilitate Taxiway B Project.

RECOMMENDATION: Pass and adopt Resolution No. 130-2021.

8. Resolution No. 131-2021, approving a Dockless Shared Motorized Scooter Operating and License Agreement with Bird Rides, Inc. and authorizing the Mayor to sign and execute said Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 131-2021.

9. Resolution No. 133-2021, resolution of support for Heugerich Construction's Application for Iowa Economic Development Workforce Housing Tax Credits.

RECOMMENDATION: Pass and adopt Resolution No. 133-2021.

I. ORDINANCES:

1. Ordinance No. 3183-2021, amending Chapters 9 and 26 of the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) to create regulations for the safe operation of e-scooters in Ottumwa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3183-2021.

2. Ordinance No. 3184-2021, amending Chapter 31 ½ of the City Code of the City of Ottumwa, Iowa to allow privately owned or leased trash dumpsters or receptacles in city parking lots to add a new Section 31 ½ - 45.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3184-2021.

3. Ordinance No. 3185-2021, amending Section 32-73 of the City Code of the City of Ottumwa, Iowa for the purpose of addressing adjacent property owner liability for sidewalks.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3185-2021.

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

1. June Proclamation

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: 6/11/21 TIME: 9:²⁰~~5~~ AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on
6/15/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3606
DEPT. ID 4717
PGS. 5
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 6/11/21 TIME: 9:²⁰~~15~~ AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on 6/15/2021 at 5:30 P.M.

*** TX REPORT ***

JOB NO. 3606
DEPT. ID 4717
ST. TIME 06/11 09:20
SHEETS 5
FILE NAME -----
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 6/11/21 TIME: 9:²⁰~~05~~ AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on
6/15/2021 at 5:30 P.M.

REGULAR MEETING NO. 17
Council Chambers, City Hall

June 1, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Berg, Dalbey, Roe, Stevens, Meyers and Mayor Lazio.

Meyers moved, seconded by Roe to approve the following consent agenda items: Mins. from Special Mtg. No. 15 on May 14, 2021 and Regular Mtg. No. 16 on May 18, 2021 as presented; Approve the appointment of Shayleigh Dunham to full-time Communication Specialist for OPD effective June 14, 2021; Civil Service Commission Eligibility Lists for May 26, 2021: Firefighter Entr., Utility Worker Entr., Equip. Operator Promo.; Approve purchase of 3 Naztec Traffic Signal Controllers for Public Works Dept. \$13,200; Res. No. 110-2021, setting July 6, 2021 as the date of Public Hearing on the disposition of City owned property located at 215 N. Benton; Beer and/or liquor applications for: Front Runners, with OSA, 837 Church St.; Fraternal Order of Eagles Ottumwa Aerie #114, 109 S. Green; American Legion OB Nelson #3, 550 W. Main St.; Appanoose Rapids, with OSA, 332 E. Main St.; Champion Bowl, with OSA, 2601 Roemer Ave.; Owl's Nest, LLC, 116 S. Court; Main Street Ottumwa, temp. OSA for Downtown is Back, June 18, 2021; Parkview Plaza/Hotel Ottumwa, 107 E. Second, temp. OSA for the following dates: 7/2, 7/9, 7/16, 7/23, 7/30/2021; Ottumwa Elks Lodge 347, temp. OSA 6/23-6/27/21 at the Jimmy Jones Shelter; all applications pending final inspections. All ayes.

Roe moved, seconded by Berg to approve the agenda as presented. All ayes.

City Admin. Rath reported two special work sessions are scheduled: June 22, 2021 at 5:30 P.M. for our committees, commissions to focus on best practices for public mtgs. and potential pitfalls. The other on June 29, 2021 at 5:30 P.M. facilitated by Monica Stone of the IA Dept. of Human Rights.

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

Meyers moved, seconded by Dalbey to approve submission of grant application to the Bureau of Justice Assistance to participate in the 2021 Bulletproof Vest Partnership Program, and auth. Mayor or Chief of Police to sign any related docs. as required. Chief Farrington reported the dept. currently budgets to purchase 5 to 10 vests per yr. depending upon need. This grant covers purchases made between April 1, 2021 and Aug. 31, 2023. All ayes.

Dalbey moved, seconded by Berg to approve agt. for Maintenance and Repair of Primary Roads in Municipalities between the City and IA Dept. of Transportation (IDOT) and auth. Mayor to sign. PW Dir. Seals reported this is our standard agt. with IDOT outlining who is responsible for items within the City in areas where we have joint jurisdiction. Agt. is for 5 yr. July 1, 2021 to June 30, 2026. All ayes.

Roe moved, seconded by Dalbey that Res. No. 114-2021, approving a subordination agt. between the City, County Bank and Andrew D. and Starla M. Weichman, be passed and adopted. Community Development Dir. Simonson reported the Weichmans participated in the NSP grant program which provided stimulus funds to assist with new home building. The NSP program requires a 15 yr. occupancy term. The City traditionally sits in a second position on mortgages for housing grant programs in cases where mortgages are refinanced. No terms or conditions of the NSP grant will change. All ayes.

Meyers moved, seconded by Berg that Res. No. 115-2021, approving an extension of the Agt. with VenuWorks of Ottumwa, LLC for the management of the Bridge View Center, be passed and adopted. City Admin. Rath reported Addendum II provides for the continued operation and management of BVC by VenuWorks of Ottumwa, LLC. The original Agt. began Nov. 1, 2011 and was extended on July 1, 2016. This Addendum extends the Agt. through June 30, 2024 with an opportunity to extend for an additional three yr. term. It provides for COLA to the management and operational support fees and increases the max. penalty for failure to perform. All ayes.

Roe moved, seconded by Dalbey that Res. No. 118-2021, approving Change Order No. 3 in the amt. of \$68,646 for Blake's Branch Sewer Separation Ph. 8, Div. 1 Project, be passed and adopted. PW Dir. Seals reported new contract sum \$11,883,378.63. All ayes.

Dalbey moved, seconded by Roe that Res. No. 120-2021, addressing a Notice of Assignment of Contract Funds and Auth. the Mayor to sign LOA on the 2021 Sidewalk Drop & Detectable Warning Program, be passed and adopted. PW Dir. Seals reported notice was rec'd from Northern Escrow, Inc. of St. Paul, MN, requesting assignment of contract funds due Pillar, Inc. on said project. All ayes.

Meyers moved, seconded by Stevens that Res. No. 121-2021, approving Change Order No. 1 and accepting the work as final and complete for the 2020 Sanitary Utility Access Program, be passed and adopted. PW Dir. Seals reported CO#1 decreases contract by \$1,518.88 for qty. adj. New contract amt. \$51,781.12. All ayes.

Roe moved, seconded by Berg that Res. No. 122-2021, auth. the Mayor to execute Iowa DOT Preconstruction Agt. No. 2021-6-092 for Hwy. 149 Resurfacing Project, be passed and adopted. PW Dir. Seals reported this authorizes IDOT to design, let and inspect construction of HMA resurfacing on IA 149 from north of West Woodland Ave to 1.1 mile north of US Hwy 63. In order for IDOT to overlay these sections, the City owned and maintained return sections have to be adjusted to meet the new main line profile. The most cost effective method is to include as part of the IDOT contract. This project will impact several of the traffic signals loop detectors system. Due to the disruption of detectors, we will switch to a radio/microwave detection system; these systems are currently priced at \$22,000 each. IDOT est. \$89,000; Equipment \$44,000. All ayes.

Roe moved, seconded by Dalbey that Res. No. 124-2021, approving the Professional Services Agt. between the City and Veenstra & Kimm, Inc. for Blake's Branch CSO Ph. 8, Div. 1, East of Iowa Ave Separation Project, be passed and adopted. PW Dir. Seals reported this Agt. provides professional engineering services to design approx. 4,900 linear feet of storm sewer pipe and approx. 40 storm intake structures to separate storm water from the combined sewer system on Van Buren Ave., E. Fourth, Main St., S. Adams Ave., Schworm St., Iowa Ave., Foster Ave. and Mable St. Total cost of design as outlined in Agt. \$226,500; est. construction cost of project \$3,000,000. Ted Payseur of V&K stated it would be beneficial to go back and negotiate terms with IDNR as defined within our Admin. Consent Order for the CSO project; continue to look for grants and loans to aid in funding, while trying to stay within \$6 Million/yr. All ayes.

Berg moved, seconded by Dalbey that Res. No. 125-2021, the Professional Services Agt. between the City and Veenstra & Kimm, Inc. for professional services during the design and construction of CSO, Ph. 8, Div. 2, Blake's Branch Project, be passed and adopted. PW Dir. Seals reported this agt. provides the design of approx. 3,300 linear feet of a separate sanitary sewer trunk pipe beginning at the end of Blake's Branch Sewer Separation Ph. 8, Div. 1. Est. construction cost of project \$10,000,000. Consulting engineering services of V&K shall not exceed \$695,000. All ayes.

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

There being no further business, Stevens moved, seconded by Dalbey that the meeting adjourn. All ayes.

Adjournment was at 6:17 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, CMC, City Clerk

Item No. B.-2.

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
MAY, 2021**

Vendor #	Vendor Name	Check	Check	Amount	Reason
00198	ABC PEST CONTROL INC.	210753	5/14/2021	42.95	BLDG MAINT & REPAIR
00320	ACCO	210754	5/14/2021	4,699.00	OPERATING SUPPLIES
00626	SCOTT ADAMS	210655	5/7/2021	200.00	SUSTENANCE SUPPLIES
00681	AFLAC	210755	5/14/2021	2,557.60	AFLAC DEDUCTION PAYABLE
00778	AGRILAND FS, INC.	210839	5/21/2021	169.28	VHCL-FUEL
00800	AHLERS & COONEY P.C.	210656	5/7/2021	14,283.10	LEGAL FEES
00855	AIRGAS USA LLC	210840	5/21/2021	666.08	TOOLS & SMALL EQUIP
01700	ALLIANT ENERGY/IPL	210757	5/14/2021	78,005.45	ELECTRIC
02080	ALTORFER INC.	210658	5/7/2021	3,767.07	VHCL MTCE SUPPLIES
03611	AMERICAN RED CROSS	210912	5/28/2021	432.00	TRAINING
04171	ARCHANGEL SERVICES, LLC	210843	5/21/2021	139,500.00	HEAVY MOTORIZED EQUIP
05457	ESTHER PATLAN ARROYO	210844	5/21/2021	200.00	REFUNDS
05687	AT&T MOBILITY	210661	5/7/2021	1,154.34	TELEPHONE/IT
05700	ATOMIC TERMITE & PEST	210759	5/14/2021	130.00	GROUNDS MAINT & REPAIR
05856	AUTO-OWNERS INSURANCE	210662	5/7/2021	1,135.00	PROPERTY INSURANCE
05862	AVFUEL CORP	210663	5/7/2021	32,550.30	IOWA FUEL TAX
07648	MARK J BECKER & ASSOC LLC	210664	5/7/2021	2,348.37	OTHER PROF SERV
08895	BINNS & STEVENS EXPLOSIVE	210760	5/14/2021	1,680.00	STREET MAINT SUPPLIES
09325	GARY B. BLACKBURN	210913	5/28/2021	30.00	LIBRARY MAT-GRUBB ESTATE
09352	BLACKSTONE PUBLISHING	210665	5/7/2021	187.99	LIBRARY MAT-GRUBB ESTATE
09360	BLACK'S TIRE COMPANY LLC	210845	5/21/2021	5,796.19	VHCL MTCE SUPPLIES
09680	GEORGE BOITNOTT	210915	5/28/2021	526.97	OPERATING SUPPLIES
10298	BOWLING MOTORS & RV SALES	210916	5/28/2021	615.28	VHCL MTCE SUPPLIES
11492	BRIDGE CITY HOME STORE	210846	5/21/2021	5,299.00	OTHER SMALL CAPITAL
11496	BRIDGE CITY SANITATION LL	210762	5/14/2021	143,254.10	REFUSE HAULING
12056	TRAVIS BROWN	210666	5/7/2021	170.66	SUSTENANCE SUPPLIES
12500	BUB'S TREE CARE	210667	5/7/2021	4,250.00	TREE TRIMMING
13581	C & J INVESTMENTS	210918	5/28/2021	7,000.00	OTHER CAPITAL EQUIPMENT
14315	CAPITAL CITY BOILER &	210764	5/14/2021	3,723.00	EQUIP REPAIR
14320	CAPITAL SANITARY SUPPLY	210668	5/7/2021	832.35	OPERATING SUPPLIES
14774	CHAD CARLSON	210919	5/28/2021	180.00	SUSTENANCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	210669	5/7/2021	482.54	STREET MAINT SUPPLIES
16265	CENTER POINT LARGE PRINT	210765	5/14/2021	85.08	LIBRARY MAT-GRUBB ESTATE
16268	CENTER OF EDUCATION &	210670	5/7/2021	159.00	DUES & MEMBERSHIPS
16300	CENTRAL IOWA FASTENERS	210849	5/21/2021	319.63	MISCELLANEOUS
16402	CENTURYLINK	210673	5/7/2021	4,424.35	TELEPHONE/IT
16403	CENTURYLINK	210768	5/14/2021	215.43	TELEPHONE/IT
17620	CINTAS CORPORATION	210851	5/21/2021	54.17	SUSTENANCE SUPPLIES
17621	CINTAS	210852	5/21/2021	157.10	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	210675	5/7/2021	1,415.00	CASH INVESTED PASSBK SVNG
18502	CLUB SENTRY SOFTWARE	210920	5/28/2021	32.95	TECHNOLOGY SERVICES
18980	COLLECTION SERVICES	210921	5/28/2021	4,138.54	CHILD SUPPORT PAYABLE
21825	CREDIT UNION	210922	5/28/2021	36,962.12	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	210771	5/14/2021	47.30	OPERATING SUPPLIES
22113	FRANCENE CUDWORTH	210923	5/28/2021	83.60	RETIREE CONTRIBUTIONS
22210	STEVE CULLINAN	210676	5/7/2021	60.00	DUES & MEMBERSHIPS
22457	DC CONCRETE & CONST. LLC	210677	5/7/2021	54,319.76	MISCELLANEOUS
22479	D P PLUMBING PLUS	210924	5/28/2021	730.85	EQUIP REPAIR
22594	DANIELS FILTER SERVICE	210678	5/7/2021	1,020.60	OPERATING SUPPLIES
22608	DANI'S AUTO SUPPLY LLC	210749	5/10/2021	2,180.90	VHCL MTCE SUPPLIES
24330	DERANS TOWING SERVICE	210679	5/7/2021	280.00	STATE TOWING/STORAGE FEES
25390	R. D. DRENKOW & CO INC	210926	5/28/2021	3,993.98	R.D. DRENKOW/FLEX PAY
26024	E & H RESTORATION, LLC	210853	5/21/2021	36,942.00	ENGINEERING

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
MAY, 2021**

Vendor #	Vendor Name	Check	Check	Amount	Reason
26050	EARL MAY SEED & NURSERY	210927	5/28/2021	659.93	STREET MAINT SUPPLIES
26640	ECOSYSTEMS INC	210854	5/21/2021	13,137.00	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	210773	5/14/2021	15,017.79	OTHER CAPITAL EQUIP
27010	ELECTRICAL ENGINEERING &	210681	5/7/2021	4,717.63	STREET MAINT SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	210928	5/28/2021	5,567.06	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	210929	5/28/2021	15,181.96	VHCL-FUEL
27786	ENVIRONMENTAL PRODUCTS &	210856	5/21/2021	867.73	SUSTENANCE SUPPLIES
27787	ENVIRONMENTAL RESOURCES	210683	5/7/2021	3,121.87	LAB SUPPLIES
28208	EUROFINS- TEST AMERICA	210684	5/7/2021	8,861.75	ENGINEERING
28416	EVIDENT INC.	210930	5/28/2021	608.28	TOOLS & SMALL EQUIP
28449	EVORA CONSULTING, LTD	210777	5/14/2021	9,392.83	ENGINEERING
28619	EZ-LINER	210778	5/14/2021	168.78	STREET MAINT SUPPLIES
28880	FAIRFIELD LEDGER	210931	5/28/2021	200.50	LIBRARY MAT-GRUBB ESTATE
29090	FAMILY ANIMAL CARE	210750	5/10/2021	667.51	OTHER PROF SERV
29300	FASTENAL COMPANY	210932	5/28/2021	652.41	OPERATING SUPPLIES
29829	FIDELITY SECURITY LIFE	210933	5/28/2021	1,432.74	AVESIS PAYABLE
30560	FISHER SCIENTIFIC	210858	5/21/2021	629.57	LAB SUPPLIES
31302A	FRASE COMPANY LUMBER	210859	5/21/2021	17.99	MISCELLANEOUS
31439A	SHIRLEY FULLER	210780	5/14/2021	1,200.00	MERCHANDISE - RESALE
31459	GRP & ASSOCIATES	210781	5/14/2021	52.00	HAZARDOUS WASTE DISPOSAL
31682A	GALLS, LLC	210934	5/28/2021	2,273.33	SUSTENANCE SUPPLIES
33030	GORDY'S AUTO REPAIR	210783	5/14/2021	176.46	STREET MAINT SUPPLIES
33202	GRACE OTTUMWA	210687	5/7/2021	100.00	REFUNDS
33385	GRAINGER	210784	5/14/2021	94.99	SUSTENANCE SUPPLIES
33397	BRANDON GRAVETT	210935	5/28/2021	198.00	SUSTENANCE SUPPLIES
33635	GREAT WESTERN SUPPLY CO	210860	5/21/2021	1,379.38	OPERATING SUPPLIES
33648	GREATER OTTUMWA PARTNERS	210861	5/21/2021	7,000.00	CONTRACTUAL SERVICES
33765	GRIMES ASPHALT & PAVING	210862	5/21/2021	3,942.00	STREET MAINT SUPPLIES
34001	GULLET FENCE COMPANY	210863	5/21/2021	1,440.00	MISCELLANEOUS
34900	HAMILTON PRODUCE COMPANY	210937	5/28/2021	774.58	PROPANE GAS
34971	ORVILLE HARGER	210864	5/21/2021	9,500.00	
36302	HEARTLAND HUMANE SOCIETY	210865	5/21/2021	6,355.00	DOG LICENSES
36500	HEIMAN FIRE EQUIPMENT	210688	5/7/2021	251.35	TOOLS & SMALL EQUIP
37287	HIMAR HERNANDEZ	210689	5/7/2021	50.00	REFUNDS
37350	HERRMANN'S LAWNCARE	210938	5/28/2021	736.25	OPERATING SUPPLIES
37415	HICKENBOTTOM INC	210690	5/7/2021	1,018.18	SEWER/DRAINAGE SUPPLIES
37423	BRAD HIGGINS	210691	5/7/2021	135.91	SUSTENANCE SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	210692	5/7/2021	74.00	ADVERT/LEGAL PUBL
38786	IDA HOUK	210866	5/21/2021	50.00	REFUNDS
39185	HUMANA INSURANCE CO	210939	5/28/2021	23,135.00	MEDICARE PREMIUMS
39438	HY-VEE ACCOUNTS RECEIVABL	210940	5/28/2021	29.97	SUSTENANCE SUPPLIES
40024A	IAWEA % CITY OF AMES	210941	5/28/2021	30.00	MAINTENENCE BLDG EXPENSES
40155	IDEXX DISTRIBUTION INC	210942	5/28/2021	282.75	LAB SUPPLIES
40320	IOWA DEPT/TRANSPORTATION	210787	5/14/2021	740.25	STREET MAINT SUPPLIES
41480	ICMA RETIREMENT TRUST 457	210944	5/28/2021	2,180.00	ICMA DEF COMP PAYABLE
41505A	IMWCA	210789	5/14/2021	82,338.59	FIRE W/C 411 CLAIMS
41600	IDEAL READY MIX	210790	5/14/2021	6,646.00	STREET MAINT SUPPLIES
41754	INDIAN HILLS COMMUNITY	210867	5/21/2021	810.00	TECHNOLOGY SERVICES
41761	INDIAN HILLS COMM COLLEGE	210694	5/7/2021	40.00	TRAINING
41920A	INDUSTRIAL CHEMICAL	210947	5/28/2021	168.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	210696	5/7/2021	228.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	210697	5/7/2021	3,039.55	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	210698	5/7/2021	3,746.09	LIBRARY MAT-GRUBB ESTATE

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
MAY, 2021**

Vendor #	Vendor Name	Check	Check	Amount	Reason
43265	INTERSTATE BATTERY	210699	5/7/2021	127.95	VHCL MTCE SUPPLIES
43275	INTERSTATE INDUS. SERVICE	210700	5/7/2021	273.79	TOOLS & SMALL EQUIP
43310	IOWA BRIDGE & CULVERT INC	210701	5/7/2021	106,610.56	CONTRACTUAL SERVICES
43388	IOWA CIVIL CONTRACTING,IN	210950	5/28/2021	143,940.12	STREET MAINT
43519	IOWA DEPT NATURAL RESOURC	210792	5/14/2021	60.00	DUES & MEMBERSHIPS
43521	IOWA DEPT NATURAL RESOURC	210793	5/14/2021	175.00	MISCELLANEOUS
43524A	IDNR OPERATOR CERTIFICATI	210869	5/21/2021	30.00	DUES & MEMBERSHIPS
43561	IOWA FIRE MARSHALLS ASSOC	210951	5/28/2021	50.00	DUES & MEMBERSHIPS
43880A	IA LAW ENFORCEMENT ACADEM	210702	5/7/2021	200.00	OTHER PROF SERV
43902	IOWA LEAGUE OF CITIES	210870	5/21/2021	40.00	BOOKS FILMS RECORDING/ART
43999	IOWA ONE CALL	210952	5/28/2021	313.20	TELEPHONE/IT
45044	JEO CONSULTING GROUP, INC	210871	5/21/2021	6,200.00	ENGINEERING
45057	J & J MOWING	210794	5/14/2021	9,216.00	CONTRACTUAL SERVICES
45221	J & S ELECTRONIC BUSINESS	210703	5/7/2021	95.00	OFFICE SUPPLIES
45974	JOHN DEERE FINANCIAL	210795	5/14/2021	1,967.31	TOOLS & SMALL EQUIP
47994	KEITHA KEITH	210954	5/28/2021	50.00	REFUNDS
48330	JAMES KENYON	210955	5/28/2021	200.00	PROGRAM SUPPLIES
48769	KEYSTONE LABORATORIES INC	210796	5/14/2021	438.40	LAB SUPPLIES
49042	KIRKHAM MICHAEL	210956	5/28/2021	16,064.58	ENGINEERING
49050	KAROL KIRKPATRICK	210873	5/21/2021	224.40	MERCHANDISE - RESALE
49081	KIRKWOOD COMM. COLLEGE	210957	5/28/2021	485.00	TRAINING
49206	KLODT DOOR SERVICE LLC	210958	5/28/2021	395.35	OPERATING SUPPLIES
49687	KOHL WHOLESALE	210875	5/21/2021	3,337.70	CONCESSION - RESALE
49804D	KRONOS	210797	5/14/2021	4,954.94	TECHNOLOGY SERVICES
51060	LAWSON PRODUCTS INC	210960	5/28/2021	332.46	OPERATING SUPPLIES
51969	LIBERTY TIRE SERVICES LLC	210876	5/21/2021	3,905.27	TIRE DISPOSAL
52254	LISCO	210798	5/14/2021	270.00	TECHNOLOGY SERVICES
52952	ALLISON LONG	210961	5/28/2021	50.00	REFUNDS
52990	LOKTRONICS SECURITY CORP	210707	5/7/2021	22.44	OPERATING SUPPLIES
54181	MAHER PLUMBING & HEATING	210708	5/7/2021	275.00	GROUNDS MAINT & REPAIR
54390	MANATT'S INC	210800	5/14/2021	2,374.45	STREET MAINT SUPPLIES
54396	MANATTS INC.	210963	5/28/2021	147.40	STREET MAINT SUPPLIES
55311	MASSMUTUAL RETIREMENT SER	210964	5/28/2021	700.00	HARTFORD DEF COMP PAYABLE
56665	MCKIM TRACTOR SERVICE LLC	210802	5/14/2021	2,500.00	OTHER SMALL CAPITAL
57195	MCMASTER-CARR	210878	5/21/2021	430.58	OPERATING SUPPLIES
57367	MEDIACOM	210965	5/28/2021	389.90	TECHNOLOGY SERVICES
57385	MENARDS	210711	5/7/2021	1,779.28	SEWER/DRAINAGE SUPPLIES
57414	MERCYONE OCCUPATIONAL	210880	5/21/2021	1,025.00	EMPLOYEE PHYSICALS/TESTS
57518	SYMETRA LIFE INSURANCE CO	210966	5/28/2021	4,380.85	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	210713	5/7/2021	2,693.15	NATURAL GAS
58555	MID-IOWA SOLID WASTE	210714	5/7/2021	61.10	VHCL MTCE SUPPLIES
59200	MIDWEST ALARM SERVICES	210882	5/21/2021	3,648.56	BLDG MAINT & REPAIR
59382	MIDWEST TAPE	210715	5/7/2021	129.69	LIBRARY MAT-GRUBB ESTATE
59753	MIKES TIRE AND	210884	5/21/2021	35.00	VHCL MTCE SUPPLIES
60556	COLTON MITCHELL	210716	5/7/2021	44.80	SALE OF PARTS/SUPPLIES
60780	MOBILE LOCKSMITH & ALARM,	210969	5/28/2021	42.00	OPERATING SUPPLIES
60799	MODERN MARKETING	210885	5/21/2021	578.56	OPERATING SUPPLIES
61785	MOTION INDUSTRIES	210719	5/7/2021	65.75	OPERATING SUPPLIES
62555	MULDER, KALA	210720	5/7/2021	111.87	TRAVEL & CONFERENCE
62580	MUNICIPAL PIPE TOOL CO LL	210721	5/7/2021	595.38	VHCL MTCE SUPPLIES
62600	MUNICIPAL SUPPLY INC	210971	5/28/2021	1,684.25	OTHER MAINT & REPAIR
62832	JUDITH MURPHY	210886	5/21/2021	100.00	REFUNDS
64400	NATIONWIDE RETIREMENT SOL	210972	5/28/2021	3,470.00	NRS-NATION RETIRE SOL

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
MAY, 2021**

Vendor #	Vendor Name	Check	Check	Amount	Reason
66001	NORRIS ASPHALT PAVING INC	210806	5/14/2021	2,161.32	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	210722	5/7/2021	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	210724	5/7/2021	641.59	OPERATING SUPPLIES
66737A	OLD DOMINION BRUSH	210751	5/10/2021	1,343.82	VHCL MTCE SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	210974	5/28/2021	2,998.95	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	210752	5/10/2021	537.06	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	210887	5/21/2021	1,019.39	LIBRARY MAT-GRUBB ESTATE
67759	OTTUMWA COMMUNITY SCHOOLS	210807	5/14/2021	421.46	PRINTING
68000	OTTUMWA COURIER	210808	5/14/2021	5,113.66	ADVERT/LEGAL PUBL
68560	OTTUMWA PRINTING, INC.	210809	5/14/2021	323.00	OFFICE SUPPLIES
68658	OTTUMWA SYMPHONY	210976	5/28/2021	80.00	PROGRAM SUPPLIES
69040	OTTUMWA WATER AND HYDRO	210727	5/7/2021	11,235.15	BILLING FEES-WW
69201	OVERHEAD DOOR CO. OF OTTU	210728	5/7/2021	150.00	OPERATING SUPPLIES
69688	DIXIE L PARKER	210729	5/7/2021	1,600.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	210979	5/28/2021	9,492.01	OFFICE SUPPLIES
71950	PIERCE CONST & FENCE CO L	210980	5/28/2021	809.00	OPERATING SUPPLIES
72238	PURCHASE POWER	210890	5/21/2021	1,500.00	POSTAGE & SHIPPING
72250	PITNEY BOWES GLOBAL	210810	5/14/2021	181.53	CONTRACTUAL SERVICES
72253	PPG ARCHITECTURAL FINISHE	210981	5/28/2021	405.21	STREET MAINT SUPPLIES
72560	PLUMB SUPPLY COMPANY	210811	5/14/2021	372.73	OPERATING SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	210730	5/7/2021	19.28	OPERATING SUPPLIES
73125	POSTMASTER (CEMETERY)	210812	5/14/2021	55.00	POSTAGE & SHIPPING
73420	PRAIRIE AG SUPPLY INC	210982	5/28/2021	214.45	VHCL MTCE SUPPLIES
73926	PRODUCTIVITY PLUS ACCOUNT	210814	5/14/2021	380.74	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	210731	5/7/2021	9.99	TECHNOLOGY SERVICES
73971	PROFESSIONAL JANITORIAL	210732	5/7/2021	2,100.00	JANITORIAL
74405	PYRAMID GRAPHICS & SPORTS	210983	5/28/2021	540.00	SUSTENANCE SUPPLIES
74710	KIMBERLY QUINTERO	210815	5/14/2021	35.00	REFUNDS
74740	RJ PERFORMANCE INC	210891	5/21/2021	75.98	VHCL MTCE SUPPLIES
74955	RACOM CORPORATION	210816	5/14/2021	199.25	EQUIP REPAIR
75898	RECREONICS, INC.	210984	5/28/2021	242.97	EQUIP REPAIR
76296	CHRISTINA REINHARD	210733	5/7/2021	73.58	TRAVEL & CONFERENCE
77309	GAIL ROBERTS	210892	5/21/2021	36.98	OFFICE SUPPLIES
77466	ROCHESTER ARMORED CAR	210985	5/28/2021	437.33	OTHER PROF SERV
77800	ROSENMANS INC	210893	5/21/2021	215.04	OPERATING SUPPLIES
78105	ROYAL PORTABLE TOILETS	210817	5/14/2021	194.40	OPERATING SUPPLIES
78279	S & L ALL SEASON	210894	5/21/2021	309.99	TOOLS & SMALL EQUIP
78718	SANDRY FIRE SUPPLY LLC	210818	5/14/2021	68.36	TOOLS & SMALL EQUIP
79351	SCHROEDER GRAPHICS & SIGN	210734	5/7/2021	800.00	EQUIP REPAIR
79358	SCHUMACHER ELEVATOR CO	210819	5/14/2021	224.60	BLDG MAINT & REPAIR
81360	SHERWIN WILLIAMS	210895	5/21/2021	605.91	LAB SUPPLIES
81429	AARON SHORT	210896	5/21/2021	21.83	SUSTENANCE SUPPLIES
81507	SHRED-IT USA	210820	5/14/2021	138.37	OTHER PROF SERV
82135	SINCLAIR TRACTOR	210821	5/14/2021	1,267.07	OPERATING SUPPLIES
82136	SINCLAIR NAPA	210735	5/7/2021	897.95	VHCL MTCE SUPPLIES
82839	MARTHA SMITH	210986	5/28/2021	167.20	RETIREE CONTRIBUTIONS
83880	SOUTHERN IOWA DIESEL, INC	210822	5/14/2021	422.31	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	210823	5/14/2021	76.71	OPERATING SUPPLIES
84947	STANARD & ASSOC INC	210736	5/7/2021	123.50	OTHER PROF SERV
84957	FRANK STANTON	210824	5/14/2021	60.00	DUES & MEMBERSHIPS
85262	STATE HYGIENIC LABORATORY	210825	5/14/2021	500.00	LAB SUPPLIES
86158	MARY STEWART	210987	5/28/2021	50.00	REFUNDS
86196	THE STITCH DOCTOR	210737	5/7/2021	311.00	OPERATING SUPPLIES

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
MAY, 2021**

Vendor #	Vendor Name	Check	Check	Amount	Reason
86970	SUPREME STAFFING INC	210898	5/21/2021	32,884.51	MISC CONTRACT WORK
87593	TK CONCRETE	210827	5/14/2021	9,553.63	ENGINEERING
88000	TEAMSTER LOCAL UNION 238	210989	5/28/2021	1,138.00	POLICE UNION DUES PAYABLE
88345	TESTAMERICA LABORATORIES	210990	5/28/2021	933.98	LAB SUPPLIES
88971	MARIO TOJIN	210899	5/21/2021	50.00	REFUNDS
89073	JEREMY TOSH	210900	5/21/2021	200.00	SUSTENANCE SUPPLIES
89090	TOTAL CHOICE SHIPPING	210828	5/14/2021	60.04	POSTAGE & SHIPPING
89519	TRICON CONSTRUCTION GROUP	210829	5/14/2021	40.00	MISCELLANEOUS
89545	TRI-TECH FORENSICS, INC	210830	5/14/2021	216.00	TOOLS & SMALL EQUIP
89855	TRUITT ABSTRACT COMPANY	210901	5/21/2021	150.00	CONTRACTUAL SERVICES
89986	TUBE PRO INC.	210991	5/28/2021	659.00	OPERATING SUPPLIES
90231	TYR SPORT INC.	210831	5/14/2021	214.91	SUSTENANCE SUPPLIES
90313	UPHDM OCCUPATIONAL MEDICI	210832	5/14/2021	906.00	EMPLOYEE PHYSICALS/TESTS
90844	U S CELLULAR	210902	5/21/2021	168.96	CONTRACTUAL SERVICES
90846	UPS	210992	5/28/2021	110.21	VHCL MTCE SUPPLIES
90851	UNITED SEEDS INC	210993	5/28/2021	337.50	OPERATING SUPPLIES
90885	UNITYPOINT CLINIC	210740	5/7/2021	84.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	210741	5/7/2021	1,021.96	OPERATING SUPPLIES
92273	VALLEY ENVIRONMENTAL SERV	210742	5/7/2021	160.00	MISC CONTRACT WORK
92555	THE VAN METER COMPANY	210904	5/21/2021	1,362.05	SUSTENANCE SUPPLIES
92640	VAUGHN AUTOMOTIVE	210834	5/14/2021	123.64	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	210995	5/28/2021	53,110.96	MISCELLANEOUS
92679	VERIZON WIRELESS	210835	5/14/2021	90.04	TELEPHONE/IT
94704	WAPELLO COUNTY RECORDER	210996	5/28/2021	137.00	RECORDING & COURT FEES
94725	WAPELLO COUNTY SHERIFF	210997	5/28/2021	707.92	GARNISHMENTS PAYABLE
94975	WAPELLO CO TREATMENT COUR	210998	5/28/2021	100.00	REFUNDS
95000	WAPELLO COUNTY UNITED WAY	210999	5/28/2021	26.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	210743	5/7/2021	125.47	WATER
95368	WAYNE'S TIRE	211000	5/28/2021	1,631.12	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	210906	5/21/2021	259,777.29	GROUP HEALTH CLAIMS
96741	WILCOX EQUIPMENT	210907	5/21/2021	128.08	VHCL MTCE SUPPLIES
97055	MARY WILSON	211001	5/28/2021	100.00	REFUNDS
97056	RANDI WILSON	210838	5/14/2021	50.00	REFUNDS
97305	WINDSTREAM	211002	5/28/2021	310.88	TELEPHONE/IT
97320	WINGER COMPANIES	211003	5/28/2021	274,116.06	ENGINEERING
97321	WINGER SERVICE	211004	5/28/2021	768.50	BUILDING MAINTENANCE REPA
97334	WINN CORP	210908	5/21/2021	5,380.06	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	210909	5/21/2021	6,824.88	NATURAL GAS
ACH	US TREASURY	ACH		65,043.58	EMPLOYERS SHARE OF FICA
ACH	US TREASURY	ACH		60,118.01	EMPLOYERS SHARE OF FICA
ACH	TREASURER STATE OF IOWA	ACH		41,853.00	EMPLOYERS SHARE OF STATE TAX
ACH	TREASURER STATE OF IOWA	ACH		20,660.00	EMPLOYERS SHARE OF STATE TAX
ACH	IPERS	ACH		65,663.04	EMPLOYERS SHARE OF IPERS
ACH	IOWA WORKFORCE	ACH		4,209.00	1ST QTR 2021 UNEMPLOYMENT
Totals for May				2,134,522.93	

REPORT DATE 05/31/2021
 SYSTEM DATE 06/09/2021
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 05/31/2021

PAGE 1
 TIME 10:29:48
 USER TJ

ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 001 GENERAL OPER	4229614.32	1027832.02	1135707.37	4121738.97	45372.78	4167111.75
TOTALS FOR FUND 002 PARKING RAMP	30145.93	3058.00	263.93	32940.00	203.93	33143.93
TOTALS FOR FUND 110 ROAD USE TAX	6801513.09	383895.79	292367.57	6893041.31	31917.33	6924958.64
TOTALS FOR FUND 112 EMPLOYEE BEN	1235316.76	231038.73	462173.00	1004182.49		1004182.49
TOTALS FOR FUND 119 EMERGENCY FU	2041.77	5354.69	7396.46			
TOTALS FOR FUND 121 SALES TAX 1%	3011694.52	318766.49	26735.00	3303726.01		3303726.01
TOTALS FOR FUND 122 *****						
TOTALS FOR FUND 123 AGASSI TIF D						
TOTALS FOR FUND 124 VOGEL URBAN						
TOTALS FOR FUND 125 WESTGATE TIF	-403414.79	5236.30	1250.00	-399428.49		-399428.49
TOTALS FOR FUND 126 AIRPORT TIF	218699.63	1115.68	184050.00	35765.31		35765.31
TOTALS FOR FUND 127 PENNSYLVANIA						
TOTALS FOR FUND 128 WILDWOOD HWY	145151.84	16.50	119374.75	25793.59		25793.59
TOTALS FOR FUND 129 RISK MANAGEM	916860.99	36834.52	91409.66	862285.85	31201.00	893486.85
TOTALS FOR FUND 131 AIRPORT FUND	224610.04	76315.70	375539.83	-74614.09	283796.86	209182.77
TOTALS FOR FUND 133 LIBRARY FUND	252425.94	62180.27	58834.26	255771.95	770.55	256542.50
TOTALS FOR FUND 135 CEMETERY FUN	-7758.70	31416.49	26247.11	-2589.32	3043.55	454.23
TOTALS FOR FUND 137 HAZ-MAT FUND	151383.64		9472.90	141910.74	41.97	141952.71
TOTALS FOR FUND 141 2018 UPPER S	8078.12			8078.12		8078.12
TOTALS FOR FUND 142 HOAP/HILP ES						
TOTALS FOR FUND 143 EPA BROWNIE						
TOTALS FOR FUND 144 2013 CDBG HO						
TOTALS FOR FUND 145 DOWNTOWN REV						
TOTALS FOR FUND 146 DOWNTOWN STR	-54936.05	296831.00	593.49	241301.46		241301.46
TOTALS FOR FUND 147 CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148 2016 OWB CDB						
TOTALS FOR FUND 151 OTHER BOND P	1672848.87	629.00	49933.23	1623544.64	150.00	1623694.64
TOTALS FOR FUND 162 SSMID DISTRI	38005.07	1563.94		39569.01		39569.01
TOTALS FOR FUND 167 FIRE BEQUEST	18567.57			18567.57		18567.57
TOTALS FOR FUND 169 START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171 RETIREE HEAL	889727.67	131958.76	28897.68	992788.75	23481.68	1016270.43
TOTALS FOR FUND 173 LIBRARY BEQU	97763.67	2650.00	6186.90	94226.77	2997.03	97223.80
TOTALS FOR FUND 174 COMMUNITY DE	133543.14	481.00		134024.14		134024.14
TOTALS FOR FUND 175 POLICE BEQUE	78922.89	13962.00	578.56	92306.33	16.00	92322.33
TOTALS FOR FUND 177 HISTORIC PRE	339.19	1260.00		1599.19		1599.19
TOTALS FOR FUND 200 DEBT SERVICE	2569826.35	694735.78	2914228.50	350333.63		350333.63
TOTALS FOR FUND 301 STREET PROJE	3248914.70	389691.84	340145.20	3298461.34	143940.12	3442401.46
TOTALS FOR FUND 303 AIRPORT PROJ	268667.57		6674.58	261992.99	6674.58	268667.57
TOTALS FOR FUND 307 SIDEWALK & C	225580.36		615.66	224964.70		224964.70
TOTALS FOR FUND 309 PARK PROJECT	421323.42		1893.22	419430.20		419430.20
TOTALS FOR FUND 311 LEVEE PROJEC	507138.88		5252.20	501886.68		501886.68
TOTALS FOR FUND 313 EVENT CENTER	101139.03			101139.03		101139.03
TOTALS FOR FUND 315 SEWER CONSTR	8927253.79		62214.16	8865039.63	53110.96	8918150.59
TOTALS FOR FUND 320 WEST END FLO						
TOTALS FOR FUND 501 CEMETERY MEM	3760.00			3760.00		3760.00
TOTALS FOR FUND 503 CEMETERY PER	1415.00	505.00	1415.00	505.00		505.00
TOTALS FOR FUND 610 SEWER UTILIT	3277557.43	542914.47	613542.47	3206929.43	10695.13	3217624.56
TOTALS FOR FUND 611 SEWER SINKIN	1163330.00	106833.00		1270163.00		1270163.00
TOTALS FOR FUND 612 STORM WATER						
TOTALS FOR FUND 613 SEWER IMPROV	3466670.00	41667.00		3508337.00		3508337.00
TOTALS FOR FUND 670 LANDFILL FUN	795186.77	130775.38	258733.15	667229.00	5123.92	672352.92
TOTALS FOR FUND 671 LANDFILL RES	1145278.00			1145278.00		1145278.00

REPORT DATE 05/31/2021
 SYSTEM DATE 06/09/2021
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 05/31/2021

PAGE 2
 TIME 10:29:48
 USER TJ

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 673	RECYCLING	162800.81	67418.02	37835.54	192383.29	2214.12	194597.41
TOTALS FOR FUND 690	TRANSIT FUND	609343.97	18996.97	5261.13	623079.81	116004.16	739083.97
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	137835.16			137835.16		137835.16
TOTALS FOR FUND 750	GOLF COURSE	25111.62	5000.00		30111.62		30111.62
TOTALS FOR FUND 810	POOLED INVES	-42526394.09	739.71		-42525654.38		-42525654.38
TOTALS FOR FUND 820	PAYROLL CLEA	255816.42	1043523.56	989862.48	309477.50	10584.92	320062.42
TOTALS FOR FUND 840	EQUIPMENT PU	1802079.63	33172.25	156000.00	1679251.88		1679251.88
TOTALS FOR FUND 860	GROUP HEALTH	4673676.85	332632.23	295353.33	4710955.75	4284.97	4715240.72
<hr/>							
TOTALS FOR ALL LISTED FUNDS		10971919.91	6041002.09	8566038.32	8446883.68	775625.56	9222509.24

REPORT DATE 05/31/2021
SYSTEM DATE 06/09/2021
FILES ID Q

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 05/31/2021

PAGE 3
TIME 10:29:48
USER TJ

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT



June 15, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointments to the Library Board of Trustees, terms to expire 07/01/2027.

Jo Rohach
705 Edwards

Michael Carpenter
1731 N. Elm

Recommend re-appointment to the Ottumwa Water Works Board of Trustees, term to expire 07/22/2027.

Keith Caviness
2851 Oak Meadow Drive

OTTUMWA CIVIL SERVICE COMMISSION

**Finance – Grant Administrator/Accounts Receivable Accountant
Entrance Eligibility List**

1. Stephanie Dudman
1. Tina Rukgaber
3. Brenda Johnson

Certified June 10, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 15, 2021

Administration
Department

Barb Codjoe
Prepared By
Barb Codjoe *BC*
Department Head



City Administrator Approval

AGENDA TITLE: Approve the hiring of Stephanie Dudman for the role of Grants Administrator / Accounts Receivable Accountant

Public hearing required if this box is checked.

RECOMMENDATION: Approve the hiring of Stephanie Dudman for the role of Grants Administrator / Accounts Receivable Accountant effective June 28, 2021 at an annual salary of \$42,868.80.

DISCUSSION: This hire fills the open position of Grants Administrator / Accounts Receivable in the Finance Department. Stephanie brings over six years of experience working in accounts receivable and working with state agencies covering a number of tasks.

Once she does obtain her Associate's and Bachelor's Degree in Accounting (or a related field), her compensation will be adjusted based upon the steps (pay rates) available at the time each degree is earned.

Source of Funds:

Budgeted Item: Budget Amendment Needed:



[CITY OF]
O T T U M W A

June 9, 2021

Stephanie Dudman
546 Chester Ave
Ottumwa, Iowa 52501

Dear Ms. Dudman,

Thank you for your interest in working for the City of Ottumwa. It is with great pleasure that the City of Ottumwa offers you the position of Grants Administrator / Accounts Receivable Accountant. You will be reporting to Kala Mulder, Director of Finance effective on or about June 28, 2021, subject to Council approval and the passage of your pre-employment medical and drug screen. If you accept the position, the Council will consider your appointment on June 15th, 2021 subject to the pre-employment screen.

This is a full-time, non-exempt position that is eligible for overtime pay after 40 hours in a workweek (include any relevant state daily OT requirements here)]. We are offering you a starting base wage of \$20.61 per hour paid biweekly. This would be a yearly salary of \$42,868.80. Once you obtain your Associate's and Bachelor's Degree in Accounting (or a related field), your compensation will be adjusted based upon the steps (pay rates) available at the time each degree is earned.

In addition, your compensation package includes the following (these details are for information purposes and are subject to any policy or plan changes) options:

- Eligibility for health and dental coverage, IPERS and flexible spending accounts, subject to plan terms.
- Eligibility for company-paid benefits such as life insurance
- Paid time off (PTO) earned on an accrual basis.
- Company-paid holidays.

This job offer is contingent upon the completion of a satisfactory background check, passing a pre-employment drug test and medical examination designed solely to determine your physical ability to perform the duties of the position being offered to you.

On your first day, you will be given an orientation by Human Resources. This orientation will include completing employment forms, reviewing fringe benefits, introduction to management and touring the premises. Please bring appropriate documentation for the completion of your new-hire forms, including proof that you are presently eligible to work in the United States for I-9 Form purposes. Failure to provide appropriate documentation within three days of hire will result in immediate termination of employment in accordance with the terms of the Immigration Reform and Control Act.

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

Please indicate your acceptance of our offer by signing below and returning one copy of the letter, with your original signature, to me no later than June 15, 2021. If you have any questions about this offer, please contact Kala Mulder, Director of Finance or myself at 641-683-0600, mulderk@ottumwa.us or codjoeb@ottumwa.us.

We look forward to having you as part of our team and believe you will find this opportunity both challenging and rewarding.

Sincerely,



Barbara Codjoe

Director of Human Resources

I have read and understood the provisions of this offer of employment, and I accept the above conditional job offer. I understand that my employment with the City of Ottumwa is considered at will, meaning that either the company or I may terminate this employment relationship at any time with or without cause or notice.

This offer shall remain open until June 15, 2021. Any acceptance postmarked after this date will be considered invalid.

Date: _____

Signature: _____

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

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 15, 2021

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Adult Softball Lease Agreement

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Lease Agreement with Adult Softball and authorize the Mayor to sign.

DISCUSSION: Adult Softball did not have a season in 2020 due to COVID-19. Todd Grooms has decided to operate the Adult Softball Leagues for the next 1.5 years. This lease is similar to the other baseball and softball leases, and was approved by the Ottumwa Parks Advisory Board at their meeting on June 8, 2021. The new lease agreement is attached.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

CITY OF OTTUMWA LEASE
AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 15th day of June, 2021, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Adult Softball League, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Ottumwa Men's Slo-Pitch diamonds, more commonly described in Attachment "A", for the purpose of holding recreational softball programs. Co-ed, Church League and Ottumwa Men's Slo-Pitch.
2. Said Lease shall begin on the 15th day of June 2021 and continue until the 31st day of December, 2022.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before June 15, 2021.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days, unless LESSEE is forced to vacate said premises by LESSOR. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

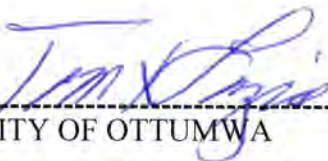
8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.

9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1, 2022.

11. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

BY: 
CITY OF OTTUMWA

DATE: 6-15-2021

BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0654

Ottumwa Adult Softball League
Todd Grooms
327 Church Street
Ottumwa, IA 52501
641-777-7263

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 15, 2021

Administration
Department

Barb Codjoe
Prepared By
Barb Codjoe *bc*
Department Head



City Administrator Approval

AGENDA TITLE: Approved updated employee Life Insurance Policy and Personnel Policies and Procedures Manual.

Public hearing required if this box is checked.

RECOMMENDATION: Approved updated employee Life Insurance Policy and Personnel Policies and Procedures Manual.

DISCUSSION: See attached

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The City of Ottumwa's Life Insurance policy is currently one sentence in our Personnel Policies and Procedures Manual.

We will add a small section in our Personnel Policies and Procedures Manual with further information available in the new Life Insurance Policy.

- The updated portion for the Personnel Policies and Procedure Manual is highlighted on page 16 of the manual. We will remove the sentence currently and replace with the highlighted section.
- We will have a specific policy for Life Insurance. This was created using the Plan Document from Symetra (included).

The new policy has been reviewed with our lawyer to ensure compliance.

****THERE IS NO CHANGE TO OUR CURRENT POLICY.**

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

JULY 1, 2020

Public Employees Retirement System. The State of Iowa sets the contribution rates for both the employee and the City of Ottumwa. This plan is subject to all State and Federal retirement regulations.

The Human Resource Manager can furnish additional information in regard to the above retirement plans.

HEALTH AND LIFE INSURANCE:

The City offers Single to Family coverage to all of its full-time employees. The City has a self-funded plan that is currently being administered by Wellmark Blue Cross and Blue Shield. Currently, the City pays 90% of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90% of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. In addition, the City pays 90% of the monthly premium for the same type of plan for an employee/spouse or an employee/child(ren). At this time, there is a \$300 deductible for single plans and a \$600 deductible for family plans. The out of pocket is \$1,000 for single plans and \$2,000 for family plans.

The City currently provides a three-tier drug card program for employees and their dependents. The three-tier drug card program consists of a \$10.00/\$25.00/\$40.00 co-pay effective January 1, 2008. The employee currently pays 10% of the cost for these plans. The plan that is in place meets all State and Federal regulations as well as under the Affordable Care Act, including coverage for adult children to age 26. This plan will be subject to change based upon Federal and State regulations.

~~All full-time employees will receive life insurance equal to the employee's annual salary (base plus longevity).~~

The City of Ottumwa offers Life Insurance for all full-time regular, active employees working a minimum of 40 hours each week. Employees will become eligible for Life Insurance on their start date. Employees may purchase coverage for qualified dependents as per the current pricing schedule. Dependents are defined as per the plan document and schedule of insurance. Please contact Human Resources for a copy of the current rates.

Please review the Life Insurance Policy and plan documents from our provider for further information.

Life Insurance

Effective Date: June 2021
Revision Number: 1

City of Ottumwa

The City of Ottumwa offers Life Insurance for all full-time regular, active employees working a minimum of 40 hours each week. There are two types of insurance offered.

- **Non-Contributory Coverage** (paid by the City of Ottumwa):
 - Basic Life Insurance
 - Basic Accidental Death and Dismemberment Insurance
- **Contributory Coverage** (paid by employee):
 - Supplemental Life Insurance
 - Supplemental Accidental Death and Dismemberment Insurance
 - Supplemental Dependent Life Insurance
 - Supplemental Spouse Accidental Death and Dismemberment Insurance

ELIGIBILITY

Full-time regular, active employees working a minimum of 40 hours each week become eligible for Life Insurance on their Start Date.

Employee must complete a beneficiary designation form and turn in to Human Resources within 31 days of their Start Date. If an employee does not enroll within 31 days after becoming eligible, they may only enroll:

- 1) During an Annual Enrollment Period; or
- 2) Within 31 days of the date the employee has a change in Family Status.

EMPLOYEE COVERAGE

Eligible employees will receive Basic Life Insurance and Basic Accidental Death and Dismemberment insurance benefits equal to the employee's annual salary (base plus longevity) rounded up to the nearest 1,000 during their employment.

The employee may choose Supplemental Life Insurance and Supplemental Accidental Death and Dismemberment Insurance benefits for an additional charge. The employee will be responsible for payment of these supplemental coverages.

DEPENDENT COVERAGE

Employees may purchase coverage for qualified dependents as per the current pricing schedule. Dependents are defined as per the plan document and schedule of insurance.

Please contact Human Resources for a copy of the current rates.

Life Insurance Policy

EVIDENCE OF INSURABILITY

Evidence of Insurability may be required to qualify for coverage amounts requested. Evidence of Insurability must be satisfactory to our policy carrier and may include, but will not be limited to:

- a completed and signed application approved by the insurance carrier;
- a medical examination;
- attending Physicians' statement; and
- any additional information that may require be required

All Evidence of Insurability will be furnished at the employee's expense. Our carrier will then determine if the employee and the employee dependent are insurable for initial coverage or an increase in coverage under the Policy.

The employee will be notified in writing of the determination of any Evidence of Insurability submission.

TERMINATION OF COVERAGE

Coverage will end on the earliest of the following:

- The date the employee is no longer in a class eligible for coverage, or the class is cancelled;
- The date the required premium is due but not paid;
- The date the employee or the City of Ottumwa terminates employment
- The date the employee is no longer actively at work;

Unless continuation is in accordance with one of the Continuation Provisions.

CONTINUATION PROVISIONS

Coverage under the policy may be continued at the City of Ottumwa's option, beyond a date shown in the termination provision. The amount of continued coverage applicable to the employee or the employee's dependent will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended.

Please review plan documents for further information on continuation provisions.

CHANGE BENEFICIARY

When changing a beneficiary, the employee will complete a Change of Beneficiary Designation Form and turn into the Human Resources Department. The form must include the employee's information as well as all of the new beneficiary information. It must be signed and dated by the employee.

For more detailed information on the specific plan or additional questions, please refer to the plan documents, Schedule of Insurance from the provider or contact the Human Resources department.

Life Insurance Policy



Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

CLASS 1



CERTIFICATE OF INSURANCE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Policyholder: City of Ottumwa
Policy Number: 01 017781 00
Policy Effective Date: July 1, 2018
Policy Anniversary Date: July first of each year beginning in 2019

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us. The Policy may be inspected at the office of the Policyholder.

Signed for The Company

Michael Fry, Executive Vice President

Margaret Meister, President

READ YOUR CERTIFICATE CAREFULLY

You have a 30 day right from Your original certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Table of Contents

Certificate Face Page

Schedule of Insurance

Definitions

Eligibility and Enrollment

Period of Coverage

Benefits

General Provisions

Schedule of Insurance

The benefits described herein are those in effect as of: July 1, 2018

Cost of Coverage:

Non-Contributory Coverage:

Basic Life Insurance

Basic Accidental Death and Dismemberment Insurance

Contributory Coverage:

Supplemental Life Insurance

Supplemental Accidental Death and Dismemberment Insurance

Supplemental Dependent Life Insurance

Supplemental Spouse Accidental Death and Dismemberment Insurance

Eligible Class(es) for Coverage: All full-time Active Employees working a minimum of 40 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 1 All Active Full Time Employees

Annual Enrollment Period: As determined by Your Employer on a yearly basis.

Employees newly enrolled in Supplemental Life Insurance can increase coverage by two increments of \$10,000 during the annual enrollment period. Spouses newly enrolled in Supplemental Spouse Life Insurance can increase coverage by two increments of \$5,000 during the annual enrollment period. Employees currently enrolled in Supplemental Life Insurance can increase coverage by two increments of \$10,000 during the annual enrollment period. Spouses currently enrolled in Supplemental Spouse Life Insurance can increase coverage by two increments of \$5,000 during the annual enrollment period. Employees and Spouses who are not enrolled in Supplemental Life Insurance or Supplemental Spouse Life Insurance must submit evidence of insurability for any coverage amount.

Employees newly enrolled in Supplemental Accidental Death and Dismemberment Insurance can increase coverage by two increments of \$10,000 during the annual enrollment period. Spouses newly enrolled in Supplemental Spouse Accidental Death and Dismemberment Insurance can increase coverage by two increments of \$5,000 during the annual enrollment period. Employees currently enrolled in Supplemental Accidental Death and Dismemberment Insurance can increase coverage by two increments of \$10,000 during the annual enrollment period. Spouses currently enrolled in Supplemental Spouse Accidental Death and Dismemberment Insurance can increase coverage by two increments of \$5,000 during the annual enrollment period. Employees and Spouses who are not enrolled in Supplemental Accidental Death and Dismemberment Insurance or Supplemental Spouse Accidental Death and Dismemberment Insurance can enroll for coverage during the annual enrollment period.

This open enrollment does not apply to employees and their spouses previously declined for amounts of coverage, or for those who were required to submit Evidence of Insurability but failed to do so. This open enrollment also does not apply to employees who have not satisfied the service waiting period.

Eligibility Waiting Period for Coverage:

If You are Actively at Work for the Employer on the Policy Effective Date: None.

If You start working for the Employer after the Policy Effective Date: None.

Schedule of Insurance

Life Insurance Benefit

Benefit Amounts are rounded to the next higher \$1,000, if not already a multiple thereof.

Employee

<u>Basic</u> Class 1	<u>Benefit Amount</u> 1 x Earnings; minimum \$15,000	<u>Benefit Maximum Amount</u> \$100,000	<u>Guaranteed Issue Amount</u> \$100,000
-------------------------	--	--	---

<u>Supplemental</u> Class 1	<u>Benefit Amount</u> \$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	<u>Benefit Maximum Amount</u> Age 70 and under: \$300,000, not to exceed 5 x Earnings Age 71 and over: \$50,000	<u>Guaranteed Issue Amount</u> \$100,000
--------------------------------	--	--	---

Dependent

<u>Supplemental</u> Class 1 Spouse	<u>Benefit Amount</u> \$5,000 to \$150,000 in increments of \$5,000 as selected by You on the enrollment card	<u>Benefit Maximum Amount</u> \$150,000, not to exceed 50% of Your Supplemental Life Benefit Amount	<u>Guaranteed Issue Amount</u> \$10,000
Child birth to 15 days	\$1,000	\$1,000	\$1,000
15 days to 21 years; to age 25 if full-time student	\$10,000	\$10,000	\$10,000

Accidental Death and Dismemberment Insurance Benefit (AD&D)

Principal Sums are rounded to the next higher \$1,000, if not already a multiple thereof.

Employee

<u>Basic</u> Class 1	<u>Principal Sum</u> 1 x Earnings; minimum \$15,000	<u>Principal Maximum Sum</u> \$100,000
-------------------------	---	---

<u>Supplemental</u> Class 1	<u>Principal Sum</u> \$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	<u>Principal Maximum Sum</u> Age 70 and under: \$300,000, not to exceed 5 x Earnings Age 71 and over: \$50,000
--------------------------------	---	---

Schedule of Insurance

Spouse

<u>Supplemental</u> Class 1	<u>Principal Sum</u> \$5,000 to \$150,000 in increments of \$5,000 as selected by You on the enrollment card	<u>Principal Maximum Sum</u> \$150,000, not to exceed 50% of Your Supplemental AD&D Principal Sum
--------------------------------	---	---

Additional Accidental Death and Dismemberment Insurance Benefits

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount:	10% of Basic and Supplemental AD&D Principal Sum
Seat Belt Maximum Amount:	\$10,000
Seat Belt Minimum Amount:	\$1,000
Air Bag Benefit Amount:	10% of Basic and Supplemental AD&D Principal Sum
Air Bag Maximum Amount:	\$10,000

Reduction in Amount of Life Insurance

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

Reduction in Coverage Due to Age

We will reduce the Life Insurance Benefit and Principal Sum for You and Your Spouse by the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date You attain the age shown below. These reductions also apply if:

- 1) You or Your Spouse become covered under The Policy; or
- 2) Your or Your Spouse's coverage increases;

on or after the date You attain age 70.

Percentage by which the original amount of coverage will be reduced:

Your Age	You and Your Spouse's % Reduction
70	35%
75	50%

Noninsurance Benefits

From time to time We may offer or provide to You noninsurance benefits and services. In addition, We may arrange for third party service providers to give access to You to discounted goods and services. While We have arranged for this access, the third party service providers are liable to You for the provision of such goods and/or services. We are not responsible for the provision of such goods and/or services nor are we liable for the failure of the provision of the same. Further, Symetra is not liable to You for the negligent provision of such goods and/or services by third party service providers.

Definitions

Active Employee

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Airworthiness Certificate

means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

Civil or Public Aircraft

means a Civil or Public Aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

Common Carrier

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Contributory Coverage

means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Definitions

Dependent Child

means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage or domestic partnership who:
 - a) live with You in a regular parent-child relationship; or
 - b) You claimed as a dependent on Your last filed federal income tax return;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) from live birth to age 21;
- 2) age 21, but under age 25 and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
- 3) age 21 or older and disabled. Such children must have become disabled before attaining age 21. You must submit proof, satisfactory to Us, of such children's disability.

Dependent

means Your Spouse, Your same or opposite sex domestic partner as permitted or required to be recognized as a dependent under state or federal law and Your Dependent Child. A Dependent must be a citizen or legal resident of the United States. Any person who is in full-time military service cannot be a Dependent.

Earnings

means Your regular annual rate of pay not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the last Policy Anniversary Date.

Employer

means the Policyholder.

FAA

means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

Guaranteed Issue Amount

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Injury

means bodily Injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You or Your Dependent are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound;
or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Definitions

Military Transport Aircraft

means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

Motor Vehicle

means a self-propelled, four or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

On

means, when used with reference to any conveyance (land, water or air), in or On, boarding or alighting from the conveyance.

Physician

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

Prior Policy

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

Related

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Definitions

Scheduled Aircraft

means a Civil or Public Aircraft operated by a scheduled airline which:

- 1) is licensed by the FAA for the transportation of passengers for hire; and
- 2) publishes its flight schedules and fares for regular passenger service.

Spouse

means Your Spouse who is not legally separated or divorced from You. Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

The Policy

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us or Our

means the insurance company named on the face page of The Policy.

You or Your

means the person to whom this certificate is issued.

Eligibility and Enrollment

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

Enrollment: *How do I enroll for coverage for myself and my Dependents?*

For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Eligibility and Enrollment

Dependent Evidence of Insurability Requirements: *When will my Dependent first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependent coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Dependent Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is \$15,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

- 1) the amount of Dependent Life Insurance will equal the amount for which Your Dependent was eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) Your Dependent will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married or You execute a domestic partner affidavit;
- 2) You and Your Spouse divorce or terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse or domestic partner is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

Period of Coverage

Effective Date: *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Period of Coverage

Dependent Effective Date: *When does Dependent coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependent Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, other than a newborn, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependent?*

If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance and the Accidental Death and Dismemberment Principal Sum:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Change in Coverage: *When may I change my coverage or coverage for my Dependent?*

After Your initial enrollment, You may increase or decrease coverage for You or Your Dependent or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

Period of Coverage

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the Policy Anniversary Date following the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the Policy Anniversary Date following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the first of the month following the last day of any Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

Increase in Amount of Life Insurance: *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*

If You or Your Dependent are:

- 1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

In any event, if the amount of Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependent, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the amount of Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependent Evidence of Insurability is not satisfactory to Us, the amount of Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

Increase in Amount of Life Insurance: *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
 - a) during the last 12 consecutive month period; or
 - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

Period of Coverage

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the date You or Your Employer terminates Your employment; or
- 5) the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage and my Dependent coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependent will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your and Your Dependent coverage remain unchanged.

Military Leave of Absence: If You or Your Dependent enter active military service and are granted a military leave of absence in writing, all of Your coverage (including Dependent Life coverage) may be continued for up to 12 months. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage (including Dependent Life coverage) may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Period of Coverage

Continuation for Dependent Child with Disabilities: *Will coverage for Dependent Child with Disabilities be continued?*

If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 21 or older;
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child must have become Disabled before attaining age 21.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the amount of Life Insurance for such Dependent Child will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Supplemental Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependent.

Disabled: *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Period of Coverage

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: *What if I die or my Dependent dies before I qualify for Waiver of Premium?*

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain Normal Retirement Age if Disabled prior to age 60.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependent is no longer in an Eligible Class or Dependent coverage is no longer offered;
or
- 5) Your Dependent no longer meets the definition of Dependent.

Period of Coverage

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependent as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependent if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

Benefits

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You or Your Dependent die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Suicide: *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide while sane or insane, We will not pay any Supplemental amount of Life Insurance or Supplemental amount of Dependent Life Insurance for the deceased person which was elected within the two year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This two year period includes the time group life insurance coverage was in force under the Prior Policy.

Accelerated Benefit: *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill, and You request in writing that a portion of the Terminally Ill person's amount of Life Insurance be paid as an Accelerated Benefit while the Terminally Ill person is:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$300,000. However, in no event will the Accelerated Benefit Amount exceed 75% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$7,500 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$4,500 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 12 months or less.

Benefits

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Insurance Benefits; or
- 2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage or my Dependent coverage?*

To convert Your coverage or coverage for Your Dependent, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Benefits

Any individual policy issued to You or Your Dependent under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependent die before coverage is converted?*

We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

Portability Benefits: *What is Portability?*

Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance and Supplemental Dependent Life Insurance only.

Qualifying Events: *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Benefits

Qualifying Events for Your Dependent are:

- 1) Your Employment terminates, for any reason prior to Normal Retirement Age;
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or
- 4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$300,000 for You;
- 2) \$100,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

Benefits

Effect of Portability on other Provisions: *How does Portability affect other provisions?*

Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation Provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

Accidental Death and Dismemberment Insurance Benefit: *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You or Your Spouse sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay the injured person's amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance. The amount of Your Spouse Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Double Indemnity while On a Common Carrier Benefit: *When is the Double Indemnity while On a Common Carrier Benefit payable?*

If the Injury occurs while the injured person is On a Common Carrier, We will double the Principal Sum payable.

Benefits

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*

If You or Your Spouse sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while the injured person was:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if the injured person was:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that the injured person was wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which the injured person was wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Benefits

Exclusions: *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)

The Policy does not cover any Loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
 - a) as a pilot, crewmember or student pilot;
 - b) as a flight instructor or examiner;
 - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy; or
 - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 7) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 8) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 9) Injury sustained while committing or attempting to commit a felony;
- 10) Injury sustained while Intoxicated; or
- 11) Injury sustained while driving while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

General Provisions

Notice of Claim: *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) with respect to the Life Insurance Benefits, within 365 days; and
- 2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within 90 days; after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

General Provisions

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

General Provisions

Claim Appeal: *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment Insurance Benefits.

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

Assignment: *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

General Provisions

Legal Actions: *When can legal action be taken?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does The Company deal with fraud?*

Insurance fraud occurs when You, Your Dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependent and/or Your Employer perpetrate insurance fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependent were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

Administration
Department

Barb Codjoe
Prepared By
Barb Codjoe *bc*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Utilize Barada Associates services for employee background checks and MVR's.

Public hearing required if this box is checked.

RECOMMENDATION: Utilize Barada Associates services for employee background checks and MVR's.

DISCUSSION: As part of our hiring process, we found our current employee background check process needs updating. We have solicited quotes from five different companies and four responded. After reviewing costs for the federal criminal background check, education / license / certification checks and motor vehicle reports and evaluating the companies ease of use, we recommend utilizing Barada Associates. Our attorney has reviewed the contract and approved it. Our costs will vary each year based upon the number of new hires and MVR's that we will run. We will also be reporting our MVR's (Motor Vehicle Report) to ICAP which is a best practice and will help to stay in compliance. An updated MVR and background check policy will be presented in a future meeting.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Proposal for:

CITY OF OTTUMWA

Barbara Codjoe
641.683.0625
codjoeb@ottumwa.us

May 12, 2021

BARADA
ASSOCIATES

130 East 2nd Street
Rushville, IN 46173
800.616.5917
www.baradainc.com

TABLE OF CONTENTS

- I. Letter of Introduction
- II. About Barada
- III. References
- IV. Packages/Services and Pricing
- V. Services Descriptions
- VI. Site Security

BARADA ASSOCIATES

Dear Ms. Codjoe:

As President of Barada Associates, Inc., Indiana's premier provider of pre-employment screening services, I would like to express my appreciation for the opportunity to respond to your request for proposal.

In this proposal, you will find specific details of our professional approach to your screening requirements, but I would like to present this overview first:

- Since 1979, Barada has been partnering with businesses, educators, and not-for-profits to help them make well-informed hiring and retention decisions. Our secret to success is that we are able to bring both "high tech" and "high touch" service to our clients, something that is increasingly hard to find.
- Every background check we perform can impact someone's career and put your organization at risk of potential litigation. As a result, we take data security and confidentiality very seriously. Barada Online, our web-based order entry, status update, and order delivery system, is SAS 70 compliant and meets or exceeds the highest IT security requirements.
- As your pre-employment screening partner, we tailor our processes and services to meet your specific needs and can be as involved as you would like us to be in all phases of the screening process, from data entry to contacting the applicant, if necessary.
- Each Barada client is given 24/7 access to a dedicated account manager. We also practice what we call "first-line" customer service, which means the person answering the phone will be able to answer your questions.

I'm confident we can provide you with pre-employment services that are secure, accurate, timely, and competitively priced. I am also confident that we will provide you with an unmatched level of customer support and service. We look forward to working with you.

Sincerely,



William C. Barada
President
Barada Associates, Inc.

ABOUT BARADA

Barada Associates provides reference reports, employment verifications, and background checks to employers nationwide. Our professional reports and thorough research give our clients a clear hiring advantage. We are committed to offering the highest level of customer service, legal compliance, and ease of process.

Barada Associates was founded by Paul W. Barada in 1979, as one of the first employment screening businesses. The company developed a reputation over the years as the premier provider of reference reports.

Today, Barada Associates embraces a high tech, high touch approach to delivery of services that is exemplified by every one of our employees.

Increasingly, technology-enabled service providers are becoming difficult to reach – via phone, fax, and even online – as they hide behind their so-called user-friendly self-service technology.

At Barada Associates, we believe that on-line technology should be a tool that allows your service provider to improve the quality of their customer service, not reduce the time they make available for you to talk to them.

We know that oftentimes questionable results on a background check can delay the hire/no-hire decision-making process, costing you precious time when recruiting key and in-demand personnel. Being able to reach a credentialed person in a timely manner can make the difference between getting your first choice candidate and having to settle for second best.

When you call our office with a question about your background or reference check, you get a live answer from a professional customer service person ready to assist you. Our highly trained customer service professionals are always easily accessible via whatever method you prefer: phone, fax, email, or perhaps even carrier pigeon if that suits you.

With technology and experience we've come a long way from the organization that Paul Barada founded some 30 years ago but haven't moved that far from our roots.

Paul is still considered an expert in the field and has authored many articles on reference checking and employment screening topics. His book, *Reference Checking for Everyone*, was published in 2004.

Barada Associates remains headquartered in our original building in Rushville, Indiana. For more information, visit www.baradainc.com.

REFERENCES

Anne Dale

Mailing & Risk Management Specialist

University of Evansville

Evansville, IN

812.488.2011

ad58@evansville.edu

Calista Rihm

Human Resources

Reid Hospital & Health Care Services

Richmond, IN

765.983.3229

calista.rihm@reidhealth.org

Robert Kroner

Manager-Compensation & U.S. Immigration Compliance

Emerson Process Management

Pittsburgh, PA 15238

412.963.4307

robert.kroner@emerson.com

Ed Isakson

Director, Human Resources

Archdiocese of Indianapolis

Indianapolis, IN

317.236.1549

eisakson@archindy.org

Michael A. Blickman

Attorney at Law

Ice Miller

Indianapolis, IN 46282

317.236.2298

Michael.Blickman@icemiller.com

PACKAGES AND PRICING

STANDARD CRIMINAL PACKAGE - \$39

Standard Criminal Package includes:

- Criminal County Search* (current name, counties past 7 years unlimited)
- Criminal National (includes OIG, GSA, FACIS, SOR) (current name)
- Federal Criminal National (current name)
- Social Security Trace

* Additional access fees may apply

STANDARD CRIMINAL PACKAGE + ALIAS - \$49

Standard Criminal Package + Alias includes:

- Criminal County Search* (current + alias names, counties past 7 years unlimited)
- Criminal National (includes OIG, GSA, FACIS, SOR) (current + alias names)
- Federal Criminal National (current + alias names)
- Social Security Trace

* Additional access fees may apply

A LA CARTE SERVICES:

Academic Verification* - \$4

Employment Verification* - \$4

Professional License Verification - \$4

MVR-Driving Record* - \$3

MVR-CDLIS - \$6

DOT Employment Verification* (past 3 years) - \$18

DOT Urine Drug Screen* - \$39

DOT Breath Alcohol Test* - \$50

FMCSA PSP*-\$7.50

***Note:** Barada Associates offers a Random Selection Drug Screen Program for DOT Urine Drug Screens and Breath Alcohol Tests. The annual enrollment fee for Barada to facilitate the Random Selections is \$150. (Program details can be found in the additional attachment)*

* Additional access fees may apply

THERE ARE NO ADDITIONAL SET-UP FEES.

SERVICES DESCRIPTIONS

SERVICE	SERVICE DESCRIPTION	TURNAROUND
Academic Verification*	This service provides confirmation of enrollment, attendance and/or graduation dates along with degree or certification earned at a specified school. Sources will be contacted daily until information is obtained otherwise directed by client.	48 Hours
Criminal County Court Record*	This record search is an actual review of court records performed in the specified county. County searches are available in most counties throughout the country. The reports contain records of criminal convictions or currently pending criminal charges in the specified county, and many are returned in less than 48 hours. Unless otherwise designated, these searches cover a seven year history. Many employers choose to search the counties where a candidate has lived, worked or studied during the past seven years.	48 – 72 Hours
Criminal Federal Court Search	Searches include a review of records in the specified federal district courts and include criminal convictions or pending charges for violations of state and/or federal law. Unless otherwise designated, these searches cover a seven year history.	24 hours
Criminal National Database	This is an instant multi-jurisdictional search of various state and county records from all 50 states and includes data from courts, sexual offender registries and department of correction records. Additionally, multiple national and international databases are searched. Please contact our office for a complete listing. This search is a useful tool that offers broad geographic coverage, but it is best considered a preliminary search and should not replace individual county searches. There is no complete "national" database search and results cannot be viewed as conclusive. Any records found for a candidate must be confirmed.	Instant
DOT Employment Verification*	This service is FMCSA (§ 40.25) compliant and includes confirmation of employment dates and job title held with a specified previous employer as well as the employer's responses to various DOT-regulated questions. The candidate will need to complete a special Release of Information Form for each employer to cover a minimum of the past 2 years.	48 – 72 Hours
Driving Record*	This search provides instant results in most states. Those states not returning instant results typically return results within 24 hours. The results include a candidate's driving history, license status, and violations incurred over a period of at least 3 years. Longer histories are available in some states. A state-by-state list will be provided to you upon request. In order to obtain a driving record from Pennsylvania, an Affidavit of Intended Use (available through Barada Associates) must be approved by the PA Department of Transportation prior to any records being released.	24 hours (some states vary, please ask prior to placing your order)
Driving Record - Commercial Driver License Information System (CDLIS)	This service allows employers to comply with FMCSA requirements (§ 391.21-391.27), by searching within the "Commercial Driver's License Information System" for any prior licenses, current CDL and up to three prior licenses held by said individual.	Instant
Employment Verification*	This service includes confirmation of employment dates and job titles held at a specified employer. When available, we will also provide reason for leaving, eligibility for rehire, and salary earned. You should confirm with a candidate whether a current employer may be contacted. If unable to reach the employers, proof of employment may be requested such as copy of pay stub, W-4, etc. Sources will be contacted daily until information is obtained otherwise directed by client.	48 Hours

SERVICE	SERVICE DESCRIPTION	TURNAROUND
Professional License Verification	This service typically returns license number, issue date, expiration date, status, and any available record of complaint or negative action taken against the candidate on a specified license. The license verification is completed through the issuing agency.	48 Hours
SSN Trace	This preliminary search tool instantly provides names and addresses associated with a social security number along with the date and state of its issuance. The addresses disclosed may then be used to determine which county criminal records should be searched and if additional steps should be taken to verify an applicant's identity. This search validates the number has been issued by the Social Security Administration but does not provide confirmation that the number has been issued to that specific individual. The search also confirms that the SSN is not associated with anyone deceased.	Instant

* Additional access fees may apply

**A one-time credit inspection fee of \$75 is charged to perform a physical inspection of your facility. This inspection is required by the credit bureaus prior to Barada Associates being permitted to provide you with credit histories on your applicants.

SITE SECURITY

Security, Assurance, and Compliance. Placing the Emphasis on Securing Your Data

Barada Associates, Inc., places security of client data as our top priority. With the extreme sensitivity of applicant information, we have multiple levels of security in place to ensure the data is never compromised. From the point of transmission, to the storage of your company's data, Barada Associates, Inc., uses the latest in security tools and practices for your protection. To protect the data from unauthorized access and usage, the Barada Online Architecture has been designed with several security measures to ensure proper access. The following are some of the levels of security and processes Barada Associates, Inc., uses to ensure the proper and secure ordering of public records through our solutions.

Physical Security

Our production servers are located in a facility with 24-hour-a-day monitoring managed by SunGard Availability Services. To control access to the facility, card access and CCTV monitoring systems are used. Personnel requiring access to the data center must be on a pre-authorization list and surrender their valid driver's license prior to being able to proceed into the raised floor area. The servers are located in locked cabinets that can only be accessed by authorized technology support personnel. Once inside the cabinets, the server console can only be accessed by authorized technical personnel, using IDs with strong type passwords. Under no circumstances do SunGard personnel have access to any client data.

Secure Encrypted Connections

Barada Online solutions are protected via digital certificates. Certificates are issued by GeoTrust and use 128-bit SSL encryption. GeoTrust's Identity Verification Services ensures the identity of business entities and/or individuals in online transactions. Any connection to the web applications or through the interfaces requires secure socket layer. Users can ensure the information they are sending is protected by locating the lock icon on the bottom right corner of the browser window.

Disaster Recovery

Barada Online has disaster recovery plans in the event of loss of production servers or the production environment. Business continuity plans outline scenarios and team responsibilities to implement the return of critical operations. Documented plans are tested to ensure decisive results if a scenario should transpire. Agreements and partnerships are in place to provide support and assistance during unfortunate scenarios. Senior management reviews plans quarterly to confirm they are up to date and ensure the entire recovery team understands their responsibilities.

Backups and Reliability

Our production facility is configured to provide redundancy to prevent a single point of failure. All production equipment is covered under service agreements with vendors to ensure optimal turnaround if any hardware failures should occur. Backups are completed on the applications and database to ensure copies are moved off site for storage on a regular basis. Databases transfer all transactional data real time using replication to ensure a secondary server is always up to date. Additionally full, differential, and transaction log backups are completed on our production database servers to ensure every transaction is captured.

Workstation Security

To ensure security, a user can only be authenticated into the Barada Online System from only one workstation at any given time. Users are not allowed to log into multiple workstations with the same valid user account. Additionally, an authenticated user is automatically logged out after he or she is inactive for a specified time period; ensuring terminals are logged out when users leave their machine.

User Authentication

Barada Online solutions require each user to have a valid username and password. Strong type passwords are enforced to ensure obvious or simple passwords are not selected. Users are also forced to change passwords every 90 days or risk being locked out of the system. Only Barada Online administrators or site administrators can reset a user once they are locked out from the system. Strong Password Support:

- Password must have a minimum length of 8 characters.
- Passwords must have at least one number.
- Passwords must have at least one lower case letter.
- Passwords must have at least one upper case letter.
- Passwords must have at least one special or punctuation character.
- User name, company names, initials, etc. cannot be included in the password.

Network Security

We use multiple firewalls to ensure only authorized network traffic is allowed. The firewalls log activity and network traffic is monitored by intrusion detection systems to proactively identify security threats. Barada Online keeps all production databases and EDI connections on a separate private network. The private network is protected with its own firewall and is inaccessible by the public. Our network infrastructure is proven and has been approved by Trans Union and Equifax for delivery of credit information via the Barada Online Gateway.

Server Security

Production servers are protected with secure access and strong passwords. The number of access points along with the number of authorized users for the servers are limited to ensure security. Operating systems are configured with vendor's latest patches for security purposes. Additionally any services which are not required by the Barada Online architecture are disabled.

Data Security

Our databases are located on a separate sub network, which is not connected to the Internet with addresses that are not Internet routable. A dedicated firewall resides between the applications and databases only allowing data requests which originate from set private IP addresses. As an additional layer of security, sensitive data is encrypted while at rest in the database. Data is also secured to prevent one customer from accessing another customer's data during each request to the database.

Contract Requirements

All customers using Barada Online's software as a service solution to order and obtain public records are preauthorized and predefined by contract within our system. The system contract is configured so only authorized services for that particular customer are available. A

customer must be authorized to obtain credit reports prior to that service being made available to their contract.

Compliance – Data Availability

Data is accessible on the system for 60 days and is only available to authorized individual users from the requesting client. After 60 days, the data is archived and stored on separate media and is not accessible by a client user through the Internet. This archived data can only be retrieved by a special request as a historical view of the original request and must be approved on a case-by-case basis by an administrator. No data is stored for any length of time on the application server.

Independent Security Audits

Barada Online's architecture is independently certified by SecureWorks. SecureWorks is an approved third-party certification agency of the major credit bureaus. Our technology, processes, and infrastructure are subject to audit and review at a minimum of every six months without notice. These independent findings are reported to the credit bureaus to ensure security compliance.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 15, 2021

Public Works Department
Department

Chad Carlson
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approving payment to Interstate Power Systems for a repair to the 2003 American LaFrance Pumper Fire Truck for the sum of \$6,674.10.

RECOMMENDATION: Approve payment to Interstate Power Systems for the sum of \$6,674.10 for the repair to the 2003 American LaFrance Fire Truck.

DISCUSSION: Fire Truck #317 is a 2003 American LaFrance Pumper Truck. This truck has had ongoing troubles with the engine retarder. An engine retarder is a mechanism used on heavy weight vehicles to assist breaking and help control the vehicles speed, particularly when coasting down hill. This repair required a specialized technician. Interstate Power Systems of Altoona was hired to make the repair. The total cost of the repair was \$6,674.10.

This repair will be paid for from the Central Garage Vehicle Maintenance Fund.

Source of funds:

Budgeted Item:

Budget Amendment Needed:

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE: (515) 957-3300
FAX: (515) 957-3301
www.istate.com

ACCOUNT NUMBER: 22885
INVOICE NUMBER: R012076444:01
INVOICE DATE: 06/04/2021
INVOICE TERMS: NET30
PURCHASE ORDER#: 18897
VEHICLE#: 413364
ORIG. DOCUMENT: E012013400



SERVICE INVOICE

BILL-TO

CITY - OTTUMWA
FINANCE DEPARTMENT
105 EAST 3RD ST
OTTUMWA, IA 52501

SHIP-TO

CITY - OTTUMWA
FINANCE DEPARTMENT
105 EAST 3RD ST
OTTUMWA, IA 52501

Cust. Unit #:	ENGINE 3	Make:	AMERICAN LAFRAN	Model:	EAGLE	Tag #:	DH
VIN:	4Z3AAACG33RK91792	Model #:		In Serv Date:	12/31/9999	Year:	2003
Engine S/N:	06R0703052	Model #:		In Serv Date:		Mileage:	111,744
Tran S/N:	6610105777	Model #:	MD4060PR	In Serv Date:		Eng Hrs:	0
Reefer S/N:		Model #:		In Serv Date:		Warr ID:	
APU S/N:		APU Gen S/N:		In Serv Date:		Date Create:	04/08/2021
				BOM/Spec:			

Sold Operations

Job#1 SHP-DETS60

SHOP - DDC 640/50/60 LABOR

S-CUST

Condition ENGINE RETARDER QUIT WORKING - CHECK & ADVISE

CORY (641) 777-1285

Cause WIRING REPAIR AND

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE: (515) 957-3300

FAX: (515) 957-3301
www.istate.com

ACCOUNT NUMBER: 22885
INVOICE NUMBER: R012076444:01
INVOICE DATE: 06/04/2021
INVOICE TERMS: NET30
PURCHASE ORDER#: 18897
VEHICLE#: 413364
ORIG. DOCUMENT: E012013400



Sold Operations (Cont.)

Correction

MOVE UNIT INTO BAY 6 ONCE I FOUND BATTERY SHUT OFF SWITCH, THEN HOOKUP LAPTOP, THERE IS NO ENGINE BRAKES ON THIS ENGINE, JACKED UP CAB, LOOKING FOR JAKE HARNESS PLUG, THERE IS NONE, GOT ALLISION BOYS INVOLVED, RETARDER IS REAR BOX ON TRANNY, I CHECKED THE TRANNY FLUID LEVEL, 1 GALLON LOW, GOT SOME FLUID FROM MATT ADDED TO IT MATT HOOKED UP ALLISION LAPTOP AND WE WENT FOR A DRIVE WHILE HE LOOKED AT LAPTOP AND TOOK A SNAP SHOT OF DRIVE, SENT SNAP SHOT TO ALLISION TO REVIEW, I REPLACED THE RETARDER SWITCH WITH ONE SUPPLIED BY THE OWNER, MADE NO DIFFERENCE ON DRIVE, MATT(ALLISION TAKING OVER). CALLED TAC AND STARTED CASE# 21-01525. WAS TOLD THE SNAPSHOT IS NOT SHOWING THE INPUT TO TCM FOR RETARDER REQUEST. FLASHED TEST TCM AND DROVE. NO CHANGE. NOTICED ON DRIVE RETARDER SWITCH IS NOT LIGHTING UP WHEN SWITCHED EITHER DIRECTION. STARTED LOOKING INTO SWITCH. NEW SWITCH NOT LIGHTING UP. PLUGGED OLD SWITCH IN AND BACK LIGHTING LIGHTS. LOOKING FOR WIRING SCHEMATICS. CALLED AROUND LOOKING FOR A SCHEMATIC TO MULTIPLE CONTACTS AND EMAILED OTHERS. WAITING FOR CALL BACK. CHECKED EMAIL, NO ONE HAS RESPONDED YET. GOT PULLED OFF. CALLED TAC AND GOT MORE INFO AFTER RECEIVING THE SCHEMATICS FOR RETARDER SWITCH AND RELAY. JUMPERED PINS 5 AND 6 FOR RETARDER SWITCH SIGNAL AND RETURN REQUEST CIRCUIT. TEST DROVE WITH NO CHANGE. JUMPERED 56 AND 6. CHECKED RESISTANCE AT PINS 27 AND 32 OF BLACK CONNECTOR FOR TCM. FOUND OPEN CIRCUIT. OHMED AT PINS 32 TO PIN 6 AND HAD 0.9MOHMS AT PIN 5 AND 27 HAD OL. CHECKED FOR POWER AT PIN 5 WHEN PIN OUT OF TCM AND HAD POWER. HAD POWER ON PIN 6 WITH IT REMOVED FROM TCM. NEED TO RUN TEMPORARY WIRE FROM SWITCH TO TCM AND SEE IF ALL OK. RAN TEMP WIRES FROM ROCKER SWITCH PINS 5 AND 6 TO PINS 27 AND 32 OF TCM. TURNED IGNITION ON AND VERIFIED WITH JUMPER WIRE FROM PIN 5-6 SHOWING RETARDER COMMANDED ON AND OFF. PLUGGED IN SWITCH AND TRIED TO ACTIVE WITH SWITCH. NO CHANGE. UN PLUGGED ROCKER SWITCH AND INSTALLED JUMPER WIRE. TEST DROVE WITH JUMPER WIRE. ALL OK. UNPLUGGED JUMPER WIRE AND NO RETARDER ACTIVATION. PLUGGED BACK IN TO DRIVE BACK TO SHOP AND VERIFIED RETARDER WORKING AS DESIGNED. LET ADVISOR KNOW WIRING NEEDS FIXED AND NEED TO FIND A NEW ROCKER SWITCH, GAVE SWITCH TO PARTS TO LOCATE. RAN NEW WIRES INTO LOOM. INSTALLED INTO PINS 27 AND 32. RECONNECTED TCM CONNECTOR, RAN IN THRU CAB. INSTALLED WIRING ONTO CONNECTOR. VERIFIED CONNECTOR IS MATCHING THE SWITCH. NEW SWITCH IS WIRED DIFFERENT. REPINNED CONNECTOR FOR DASH. REINSTALLED DASH PANELS. HOOKED UP LAPTOP AND STARTED UNIT. TOOK UNIT FOR TEST DRIVE. ALL OK. RETARDER OPERATING CORRECTLY. VERIFIED DOC SHOWING RETARDER COMMANDED ON AND OFF WITH SWITCH. PARKED UNIT OUTSIDE FOR PICKUP.

Qty	Item	Description	Price Each	Extended
	DETS60-GEN	SHOP - DDC S40/50/60 LABOR		2,808.00
1	A06-30769-014	SWITCH	59.63	59.63
Total Labor	2,808.00	Total Parts	59.63	Total Sub/Misc
			0.00	2,867.63
			Total	

Job#2 CI COURTESY TRUCK INSPECTION S-CUST

Condition COURTESY TRUCK INSPECTION

Cause

Correction

Qty	Item	Description	Price Each	Extended
	!Canda-CI	COURTESY INSPECTION		0.00
Total Labor	0.00	Total Parts	0.00	Total Sub/Misc
			0.00	0.00
			Total	

Job#3 QI QUALITY INSPECTION S-CUST

Condition QUALITY INSPECTION

Cause

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE: (515) 957-3300

FAX: (515) 957-3301
www.istate.com

ACCOUNT NUMBER: 22885
INVOICE NUMBER: R012076444:01
INVOICE DATE: 06/04/2021
INVOICE TERMS: NET30
PURCHASE ORDER#: 18897
VEHICLE#: 413364
ORIG. DOCUMENT: E012013400



Sold Operations (Cont.)

Correction

Qty	Item	Description	Price Each	Extended
	!CandA-QI	QUALITY INSPECTION		0.00
Total Labor	0.00	Total Parts	0.00	Total Sub/Misc 0.00

Job#4 PICKUP

IPS- PICKUP & DELIVERY

S-CUST

Condition

IPS- PICKUP & DELIVERY

Cause

Correction WENT TO LEAVE TO GO TO FRIEGHTLINER TO PICK UP PART BUT PARTS RUNNER ALREADY LEFT

Qty	Item	Description	Price Each	Extended
	!PICKUP	PICKUP & DELIVERY		0.00
Total Labor	0.00	Total Parts	0.00	Total Sub/Misc 0.00

Job#5 SHP-OTH

SHOP - OTHER LABOR

S-CUST

Condition

RETARDER IS OPERATIONAL BUT UNIT DOES NOT PUMP WATER, RETARDER COMES ON WHEN TRYING TO PUMP AND ITS NOT SUPPOSED TO. WHEN IN PUMPING GEAR THERE SHOULD BE THREE LIGHTS ON THE UNIT THAT ILLUMINATE SAYING ITS READY TO DUMP BUT THE LIGHTS DO NOT COME ONE. ADVISE

THERE IS A RELAY DOWN BY THE ECM THAT JUST HAS SPADE CONNECTORS ON IT. CHECK THIS FIRST, CONNECTORS COULD BE LOOSE AND CAUSE THIS

UNIT IS FULL OF WATER AND CANNOT BE LEFT OUTSIDE, IF ASSISTANCE IS NEEDED WITH TROUBLESHOOTING BETWEEN RETARDER AND CONTROLLER FOR PUMPING UNIT WE CAN CONTACT ROGER BAIRD AT EAM, 651-295-9782

Cause

WIRING FROM COMMANDER TO TCM

Correction

CALLED CUSTOMER AND GOT INFORMATION ON WHAT IS GOING ON AND HOW TO OPERATE PUMP. CALLED RODGER WITH COMPANY THAT INSTALLED IT (EAM), WAS TOLD UNIT IS WIRED THROUGH ECM NOT TCM. NO ISSUES WITH WHAT WE JUST REPAIRED. STARTED LOOKING INTO WIRING FOR THE FIRE COMMANDER. ALL APPEAR TO BE OPERATING EXCEPT LOCKING INTO 4TH GEAR. ALSO HAVE INTERLOCK FOR PUMP ENGAGED. TRACING WIRES FOR COMMANDER. INTERLOCK FOR THROTTLE IS NOT WORKING, BACKPROBED PIN 2 AT COMMANDER COMPUTER/ WITH COMMANDED ON ONLY GETTING 0.055V AT PIN 2. SPOKE WITH EAM ABOUT ISSUE AND HE SAID HE CAN COME ASSIST WITH DIAG. SERVICE ADVISOR CONTACTED FIRE DEPARTMENT AND THEY OK'D FOR EAM TO COME ASSIST. TECH THAT INSTALLED IT IS HERE. GOT HIM UP TO SPEED WITH WHERE IM AT WITH IT. HE TOOK THE UNIT OUTSIDE AND BEGAN TROUBLESHOOTING. HE FOUND THE WIRE GOING TO THE COMMANDER WAS SPLICED INTO THE TCM AND NOT THE ECM. THEY WERE THE WIRES THAT I HAD OVERLAID. HE MADE THE REPAIR AND TESTED THE OPERATION. UNIT IS PUMPING AS IT SHOULD.

Qty	Item	Description	Price Each	Extended
	OTH-GEN	SHOP - OTHER LABOR		1,080.00
1	OTHER	EAM ONSITE ASSISTANCE	2,104.31	2,104.31
Total Labor	1,080.00	Total Parts	0.00	Total Sub/Misc 2,104.31
				Total 3,184.31

**INTERSTATE
PowerSystems**

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE: (515) 957-3300

FAX: (515) 957-3301
www.istate.com

ACCOUNT NUMBER: 22885
INVOICE NUMBER: R012076444:01
INVOICE DATE: 06/04/2021
INVOICE TERMS: NET30
PURCHASE ORDER#: 18897
VEHICLE#: 413364
ORIG. DOCUMENT: E012013400



Diagnostic/Tech Services:	272.16
Labor:	3,888.00
Misc. Charges:	0.00
Parts:	59.63
Sublet:	2,104.31
Shop Supplies (ESC):	350.00
Taxes:	0.00
Total:	6,674.10

This document is subject to the General Terms and Conditions, the Mechanic's Lien Rider, the Abandoned Vehicle Rider, the Storage Fee & Lien Rider, Tampered Emissions Systems Policy, and Code of Conduct, which are expressly incorporated herein by reference, and are available at: <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.
All claims must be accompanied by this invoice. Diagnostic and Technical service charge may apply.

Customer Name	Acct Num	Invoice Number	Amt Due	Date Due	Remittance Enclosed
CITY - OTTUMWA	22885	R012076444:01	6,674.10	07/04/2021	

Corporate Office - Accounts Receivable
(952) 854-2044 - Phone
(952) 814-1127 - Fax
ARTeam@istate.com
FEDERAL ID: 41-1634357
www.istate.com

PLEASE REMIT PAYMENT TO :
Interstate Power Systems, Inc.
NW 7244
PO Box 1450
MINNEAPOLIS, MN 55485-7244

Customer Signature: _____

Date: _____

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 15, 2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

Rly
City Administrator Approval

AGENDA TITLE: Approve the purchase of two right angle gearbox lift replacements.

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

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

RECOMMENDATION:

Approve the purchase of two right angle valve lift replacements for the Orchard pump station from Gurney & Associates for a total price of \$10,105.

DISCUSSION:

The current lifting mechanisms were installed in the 1960's, are obsolete, and parts are not available. It requires two staff members to lift a heavy 3' valve handle over a 5' high stem and turn it by hand. This spring a check valve was installed at the pump station which allows it to run by gravity more often. It is important that one person be able to open the gates and start the pumps in a timely manner if the river rises above the gravity flow limit during second or third shift. These will also speed up and shorten quarterly gate checks we are required to do.

These new gearboxes are right angle drives, require one person to open and close, and can be opened with a portable electric actuator which we have. Gearboxes compatible with the existing stem are single source. Other brands would have required replacing the stems at considerable additional expense.

\$100,000 of CIP money was budgeted in 610-829 for improvements to the Orchard Pump Station and there is \$72,995 left. Funds will be taken it out of that account.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO

HYDRO GATE[®]

a MUELLER brand

Address Purchase orders to
Henry Pratt Company, LLC
12000 E. 47th Ave.,
Suite 200
Denver, CO 80239

phone: 303-288-7873
fax: 303-287-8531
hydrogate.com

QUOTE #2106028

REPRESENTED BY
Water & Waste Water Solutions
Gurney

Relationships - Technology - Service
4428 South 108th Street
Omaha, NE 68137
(402) 551-7995
(402) 553-5879 Fax
www.bgagurney.com

Date: June 9, 2021

Project Name: Lift Replacements – Ottumwa, IA

Representative: Sally Leftwich – Bert Gurney & Associates – (402) 551-7995

We are pleased to offer for your consideration the following equipment for this project.

Quantities and descriptions listed in this quotation were based on the following:

Emailed information only. Eight drawings. No specifications. Actual project requirements may affect the scope of work and pricing.

Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.

Prices and lead times quoted are firm for acceptance within 30 days of the bid date and apply to this quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this proposal is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.

The equipment we have quoted meets or exceeds the specifications with the following clarifications:

NOTE: We have received no addendums for this project.

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices do not include third party inspection services of gates and equipment unless specifically required by specifications that supplier (Hydro Gate) be responsible for cost of these inspections.
3. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.
4. Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.
5. Prices do not include taxes.
6. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.
7. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.

HYDRO GATE

MUELLER BRAND

8. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.
9. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
10. Upon placing an order with Hydro Gate, buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittals. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
11. **Please address all purchase orders to Henry Pratt Company, LLC 12000 East 47th Ave., Suite 200, Denver, CO 80239.**
12. Purchase Orders can be sent via email to HydroGateorders@muellerwp.com. Purchase Orders must include Hydro Gate Quote number reference.
13. Hydro Gate Standard Terms and Conditions of Sale apply to this quotation and can be found at www.hydrogate.com/support.
14. From the existing plan drawings received, Hydro Gate has assumed a 60" x 60" cast iron sluice gate with a head rating of eleven feet to the centerline of the gate. If this is incorrect, please contact Hydro Gate for adjustment.
15. This project includes providing parts for an existing stem. Hydro Gate requires a physical sample of the existing stem thread profile in the form of stop nut, lift nut, stem block, or at least 2"-3" of threaded stem.
16. Bolt pattern for the existing pedestal to be confirmed prior to the submittal process.
17. Field service not included.

HYDRO GATE

MUELLER

Quotation Number: 2106028

Item Number : 01
Qty : One lot to include...
2 - Pedestal mounted geared crank lift for existing 2" diameter stem and plastic stem cover with mylar position indicator for an existing 60" tall gate..
Shipment : 10-12 weeks after drawing and credit approval.
Lot Price : \$

Total price for items listed above: \$ 10,105.00

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Please see notes 1 through 17 in this quotation.

HYDRO GATE

A MUELLER BRAND

Quotation No.: 2106028

FREIGHT:

Not included.

FIELD SERVICE:

Hydro Gate will make every effort to provide a representative to meet your schedule, but due to conflicting requirements a request should be made no later than fourteen (14) days before a representative is required. Where previous commitments have been made, some flexibility in your schedule should be anticipated. All field service trips will require a written confirmation prior to arriving at the site.

DRAWINGS:

Submittal drawing lead time is 3 to 5 weeks after receipt of your written purchase order.

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.

HYDRO GATE |

A MUELLER BRAND

Chris Shenk

Hydro Gate® Application Engineer I

12000 E. 47th Avenue - Suite 200 Denver, Colorado 80239


office: 303.374.2186 | muellerwp.com

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 15, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson 
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 112 - 2021, a resolution setting July 20, 2021 as the date of a Public Hearing on the disposition of City owned property located at 922 Russell Street

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

The Proof of Publication for each Public Hearing must be attached in 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. 112 - 2021

DISCUSSION: The City is accepting bids on this property until July 13, 2021. The successful bidder will be identified at that time and the bid will be brought to the July 20, 2021 City Council meeting.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 112 - 2021

A RESOLUTION SETTING JULY 20, 2021 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 922 RUSSELL STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Southeast 50 feet of the Northwest 150 feet of Lot 34 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 922 Russell Street; and

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

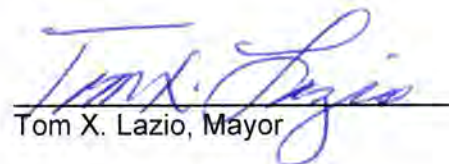
WHEREAS, the City will dispose of the property to the successful bidder.

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


That the 20th day of July 2021 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 15th day of June 2021.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:

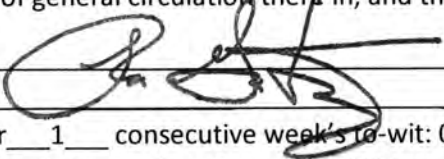

Christina Reinhard, City Clerk

PROOF OF PUBLICATION

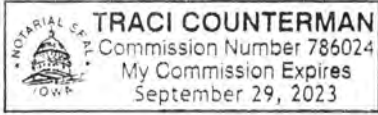
STATE OF IOWA
WAPELLO COUNTY

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

Invitation to Bidders



City of Ottumwa _____ hereto attached was published in said newspaper for 1 consecutive week's ~~to~~-wit: 06/03/2021 Subscribed and sworn to before me, and in my presence, by the said 3rd day of June, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 34.28

CO **ADVERTISEMENT**

INVITATION TO BIDDERS The City of Ottumwa will accept sealed bids until 2:00 P.M. on the 13th day of July 2021 in the office of the City Clerk located on the first floor of City Hall, 105 East Third Street, Ottumwa, IA 52501 for the real property legally described as the Southeast 50 feet of the Northwest 150 of Lot 34 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, also known as 922 Russell Street. This property consists of one lot with a placarded house, located on Ottumwa's north side in an R-2 Two-family residential zoning district. The City is selling this property to be repaired to at least the minimum standards of the City's Housing, Building, Electrical, HVAC and Plumbing codes, as applicable or the house may be demolished. The placarded house cannot be occupied until repaired and released. A complete copy of the deficiency list is available from the City's Building and Code Enforcement Department. These repairs include, but are not limited to, the following: 1. Update electrical system which may include new service and hardwired smoke detectors 2. Replace rear entry door. 3. Repair or replace all damaged siding. 4. Replace missing or damaged siding. 5. Install at least one bathroom. 6. Level heaved and uneven interior floors. The property is offered for sale subject to the following conditions: **A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the bid.** The successful bidder is required to submit a repair plan to the Building and Code Enforcement Department with a six month time line to repair the house or submit a statement that the house will be demolished within 90 days. The property will be transferred by Quit Claim deed, and the buyer will pay the costs of conveyance. **All bid securities will be held until the property has been paid for in full by the winning bidder.** Bids shall be mailed or delivered to the City Clerk's office located on the first floor of City Hall, 105 East Third Street, Ottumwa, IA 52501 in a sealed envelope and plainly marked **Bid for 922 Russell Street before 2:00 P.M. on July 13, 2021.** Bids will be opened at that time. A bid report, with a recommendation, will be presented to the City Council at the regular meeting on **July 20, 2021.** The house will be open for inspection from 3:00 pm-4:00 pm on June 17, 2021. Bid packets can be obtained by going online to <http://www.city-ofottumwa.org/property>

*Invite to Bidders
Dispose 922 Russell*



OTTUMWA CITY COUNCIL UPDATE 6.15.2021



LADIES' NIGHT OUT APRIL 23

- 324 passports turned in 1/3 of those from outside our zip code
- Longer duration, promotion for purchases in-store
- Very positive feedback from businesses



MAIN STREET PLANT SALE MAY 1ST



- Fundraiser
- Brought more/new people downtown

UPSTAIRS/DOWNTOWN
TOURS
MAY 14-15

- Added virtual tour option
- About 70 in attendance



FIRST NATIONAL BANK CLEAN OUT



HOMETOWN HERO BANNER PROJECT



- Show appreciation for veterans and military personnel
- Banners display a photo of the service person, their name, branch, and dates of service
- Banners will remain up until Veterans Day. They will be displayed again in 2022 from Memorial Day to Veterans Day



FLOWER BASKETS AND PLANTERS

- 35 hanging baskets installed
- 17 sponsored sidewalk planters
 - 6 planters in Canteen Alley



EVENTS THIS WEEK

Downtown

IS BACK!

JUNE 17 - 19

EVENTS INCLUDE

CAR CRUISE-IN	THURS
BIKE NIGHT/MUSIC BY FAST HENRY	FRI
PAINT CRAWL	FRI
LARRY JARVIS MEMORIAL RUN	SAT
MAIN STREET GARAGE SALE	SAT

MORE TO BE ANNOUNCED!



HITE TRUCKING LLC



MAIN STREET
OTTUMWA

READY TO RECRUIT

- Program through Main Street Iowa
- Six communities out of 54 selected to participate
- Last conducted in Ottumwa in 2016
- Profile the local market and hone-in on market trends, target markets, and opportunities;
- Identify and profile business types targeted for expansion and recruitment; and
- Fine-tune and execute business attraction marketing strategies, materials, systems, and protocols.



UPCOMING EVENTS



A Benefit for
Main Street Ottumwa

Evening in the Garden

FRIDAY, JULY 9TH
5:30-8:30 PM

FERGUSON GARDEN
102 EAST ROCHESTER

Music | Drinks | Appetizers | Silent Auction | "Grab a Bag" Raffle

Tickets: \$25 *In the event of rain, thank you for your generous donation*



Ottumwa Area
Arts Council

DOWNTOWN GARDEN OASIS TOURS

SAT JULY 10 TOURS 9AM-NOON

GUIDED TOUR OF DOWNTOWN GREENSPACES, NEW ARTWORKS, AND SUSTAINABLE GARDENING PRACTICES

THANK YOU!

Questions?

Fred Zesiger

Main Street Ottumwa

director@mainstreetottumwa.com

641-682-3465



[MAIN STREET]

OTTUMWA

Item No. G.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 15, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

Ply Patt
City Administrator Approval

AGENDA TITLE: Resolution #123-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Forrest Ave Flood Wall 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 #123-2021.

DISCUSSION: This project will construct a reinforced concrete flood wall along the east side of Forrest Avenue, between the street and the drainage ditch. Ancillary work includes pavement removal, excavation, dewatering, sub drain, backfill, and seeding.

This work is required as a step to complete the Levee Accreditation process. Without this FEMA accreditation certification the property owners would not be eligible for Flood Insurance through the National Flood Insurance program.

The numerous levee projects currently under design or under contract are necessary to meet the new free board requirements which changed due to an increase of the calculated 100 year flood profile and re-rating of the flood release rates.

Bids will be received and opened by the City of Ottumwa on June 23, 2021 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on July 6, 2021, or at a later date as determined by staff.

Funding: \$500,000 CIP
Estimate: \$296,100

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: NO

RESOLUTION #123-2021

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE FORREST AVE FLOOD WALL PROGRAM

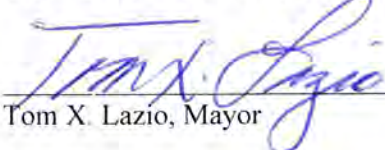
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 15th day of June 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



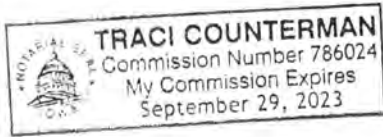
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Public Hearing

City of Ottumwa _____ hereto attached was published in said newspaper for 1 consecutive week's to-wit: 06/05/2021 Subscribed and sworn to before me, and in my presence, by the said 5th day of June, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 20.48

COPY OF ADVERTISEMENT

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 "Forrest Avenue Flood Wall, Ottumwa, Iowa" at 5:30 o'clock p.m. on June 15, 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Construct a reinforced concrete flood wall along the east side of Forest Avenue, between the street and the drainage ditch. Ancillary work includes pavement removal, excavation, dewatering, subdrain, backfill, and seeding. 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

PH Notice
Opp P/S Forrest Ave Flood Wall

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 15, 2021

Christina Reinhard *cjr*

Prepared By

Police

Department

Department Head

Ply Rut

City Administrator Approval

AGENDA TITLE: Resolution No. 132-2021, Public Hearing and Consideration of Order Assessing Penalty, 2nd Violation, to BW Gas & Convenience Retail d/b/a Yesway #1030, in the City of Ottumwa, Iowa.



Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 132-2021.

DISCUSSION: On April 28, 2021, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

BW Gas & Convenience Retail d/b/a Yesway#1030
1317 East Mary Street
Ottumwa, Iowa

This is the time, place and date set for a public hearing on the matter, the Ottumwa City Council finds that based upon evidence submitted by the City Attorney's Office, BW Gas & Convenience Retail d/b/a Yesway#1030, committed a violation of Iowa Code section 453A.2(1). Order assessing Penalty, 2nd Violation, is therefore ordered for the permit holder to either

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No

remit one thousand five hundred dollars (\$1,500.00) to the City on or before July 16, 2021 (30 days from the date of this Order) or agree to a suspension of the retailer's permit for a period of thirty days. This sanction is consistent with Iowa Code section 453A.22(2)(b) for a second violation of Iowa Code section 453A.2(1).

RESOLUTION # 132 - 2021

**A RESOLUTION FOR A PUBLIC HEARING ORDER ASSESSING PENALTY, 2nd
VIOLATION, TO BW GAS & CONVENIENCE RETAIL d/b/a YESWAY #1030, IN THE
CITY OF OTTUMWA, IOWA**

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the order assessing penalty, 2nd violation, to BW Gas & Convenience Retail d/b/a Yesway #1030 located at 1317 East Mary Street; and

WHEREAS, No objections were received on this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: based upon evidence submitted by the City Attorney's Office, BW Gas & Convenience Retail d/b/a Yesway #1030, committed a second violation of Iowa Code section 453A.2(1) within a two year period and is therefore ordered to either remit \$1,500.00 to the City on or before July 16, 2021 or agree to a suspension of the retailer's permit for a period of thirty days.

APPROVED, PASSED AND ADOPTED, this 15th day of June 2021

CITY OF OTTUMWA, IOWA

ATTEST:


Christina Reinhard, CMC City Clerk


Tom Lazio, Mayor

**CITY OF OTTUMWA
HEARING COMPLAINT
2nd VIOLATION**

IN RE:
BW Gas & Convenience Retail
d/b/a Yesway #1030
138 Conant St.
Beverly, MA 01015

HEARING COMPLAINT

The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”

2. Iowa Code section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of one thousand five hundred dollars (\$1,500.00) or the retailer's permit shall be suspended for a period of thirty days for a second violation of Iowa Code section 453A.2(1) within a two year period.

3. On or about April 28, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. A previous violation of Iowa Code section 453A.2(1) was entered against the retailer at this location on April 6, 2021.

5. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of one thousand five hundred dollars (\$1,500.00) or suspend the retailer's permit for a period of thirty days.



Kristine Stone, City Attorney (AT0008828)
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
kstone@ahlerslaw.com

ATTORNEY FOR CITY OF OTTUMWA

**CITY OF OTTUMWA
NOTICE OF HEARING
2nd VIOLATION**

May 24, 2021

BW Gas & Convenience Retail
138 Conant Street
Beverly, MA 01015

RE: Yesway #1030
1317 E. Mary
Ottumwa, IA 52501

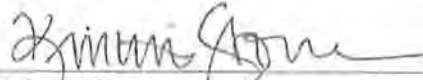
On April 28, 2021, the Ottumwa Police Department conducted compliance checks of local tobacco retailers in order to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the second violation against your business for selling tobacco to an underage person within the last two years. Chapter 453A.22(2)(b) of the Iowa Code requires that the City either assess a civil penalty against a retailer in the amount of a \$1,500 or suspend the cigarette permit for 30 days.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council to assess the civil penalty against you as required by Iowa Code. The hearing is set for 5:30 PM on Tuesday, June 15, 2021, in the City Council chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to City Attorney Kristine Stone, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than June 8, 2021. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$1,500 (if the fine is selected), made payable to the "City of Ottumwa". This will satisfy the penalty for a second violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 243-0314, or if you have obtained representation by an attorney in this matter, he/she should contact me.



Kristine Stone, City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
kstone@ahlerslaw.com

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA
(or)
(CITY OF OTTUMWA)

Before Magistrate _____
Criminal Number _____

Ottumwa Police Case #: 202100013383

vs.
Defendant: **Susan Marie Broji**
Address: _____

COMPLAINT AND AFFIDAVIT

The defendant is accused of the crime of Providing Tobacco To Persons Under 21 Years of Age
in violation of section 453A.2(1) of the Iowa Criminal Code/2017 or section _____
of the City of Ottumwa Code in that the Defendant on or about the 28th day of April, 20 21
at approximately 4:43 p.m. at 1317 E. Mary St. (YesWay) Ottumwa, Ia 52501
in Wapello County, did commit the act of Providing Tobacco To Persons Under Age 21

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable,
(1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or
(2) be detained, if already in custody, pending further proceedings;
and that said Defendant otherwise be dealt with according to law.

Complainant [Signature]
Signature of Complainant

STATE OF IOWA, County of WAPELLO ss.,

Susan Marie Broji **AFFIDAVIT**

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

On above date, officers were conducting tobacco compliance checks of local retailers that sell tobacco products. Officers sent a 19 year old female into the listed location to attempt to purchase a pack of Marlboro Light cigarettes. The female went inside and asked the clerk, later indentified as the defendant, for a pack of cigarettes. The defendant sold a pack of Marlboro Light cigarettes without asking for an ID or for her date of birth to the female that was sent inside by officers. The defendant was arrested and released on police citation and made to appear on 05-05-2021.

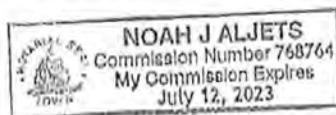
(simple misdemeanor)

Victim:
Witness 1:
Witness 2:

[Signature]
Signature of Affiant
[Signature] #167
Signature of Notary

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the 28th day of April, 20 21

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



Magistrate

IOWA POLICE CITATION AND COMPLAINT
OTTUMWA POLICE DEPARTMENT

202100013383
No 35304

STATE OF IOWA
COUNTY OF WAPELLO
CITY OF OTTUMWA

WAPELLO CO. COURTHOUSE
MAGISTRATE COURT, 101 W. FOURTH

IN THE COURT AT _____

State of Iowa-Plaintiff vs.

A Municipality, Plaintiff vs.

NAME: Braji Susan Marie
Defendant's Last First Middle

ADDRESS: 945 S Sheldon
Street

CITY: Ottumwa STATE: Ia ZIP: 52501

SS/DL # [REDACTED] 1 C 1 IA
Type State

DOB [REDACTED] W F 5-06
Race Sex Ht. Wt.

The undersigned states that on or about 4/28/2021 at 4:43 a.m. p.m.
defendant did unlawfully:

commit the act of providing tobacco
to underage person (19)

LOCATION OF OFFENSE 1317 E. Main (YakWay) Ottumwa

IN VIOLATION OF: 2020 CODE OF IOWA, SECTION 453.1.2(1)
LOCAL ORDINANCE:

REPORT TO THE ABOVE NAMED COURT ON

5/5/2021 at 9:00 a.m. p.m.

DATED: 4/28/2021 [Signature] 76
Mo. Day Year Complainant's Signature I.D. No.

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.

x [Signature]
Signature of Defendant

Complainant Signature [Signature]

Subscribed and sworn to before me by Mike Murphy

this 28th day of April, 20 21

Judge [Signature] Magistrate [Signature] Notary [Signature] Clerk District Court #K9

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county jail not exceeding 30 days or by both such fine and imprisonment.

WHITE - COURT COPY

Iowa Courts Online Search

Trial Court Case Details

Summary	Pages	Last Total	Pages	Pages	Pages	Pages	Pages
Exhibit	Exhibit	Exhibit	Exhibit	Exhibit	Exhibit	Exhibit	Exhibit

Case: 08901 SMSN04551 (VAPPELLO)

Organization Counts

VAPPELLO

Disposition Status

GUILTY PLEA DEFAULT

Charges Speech, Truh

Count Original Charge

1: EMPLOYEE PROVIDING TOBACCO VAPOR PRODUCT TO PERSON UNDER 11:15T OFF

Search Results

Print All Pages

Help Home New Search

Created

04/30/2021

Disposition Date

05 05 2021

Reopened Date

Modification Ref

Offense Date

04 29 2021

Charge Class

SCHEDULED VIOLATION

Adjudication

GUILTY - NEGOTIATED VOLLIN PLEA

Adjudication Charge

EMPLOYEE PROVIDING TOBACCO VAPOR PRODUCT TO PERSON UNDER 11:15T OFF

Adjudication Class

SCHEDULED VIOLATION

EDMS

**ORDER ASSESSING PENALTY
1ST VIOLATION**

IN RE:

BW Gas & Convenience Retail
d/b/a Yesway #1030
138 Conant St.
Beverly, MA 01015

**ORDER ASSESSING
PENALTY**

On this 6th day of April, 2021, after a public hearing on the matter, the Ottumwa City Council FINDS that based upon evidence submitted by the City Attorney's Office, on Feb. 3, 2021 the above-captioned permit holder committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a first violation of this statute.

IT IS THEREFORE ORDERED, that the above-captioned permit holder remit three hundred dollars (\$300.00) to the city on or before May 6, 2021 (30 days from the date of this Order). This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1). Be advised that failure to pay the civil penalty by this date shall automatically result in the suspension of the cigarette permit for a period of fourteen (14) days in addition to the \$300.00 fine.



Mayor

ORDER ASSESSING PENALTY 2nd VIOLATION

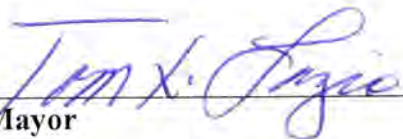
IN RE:

BW Gas & Convenience Retail
d/b/a Yesway #1030
138 Conant St.
Beverly, MA 01015

**ORDER ASSESSING
PENALTY**

On this 16th day of June, 2021, after a public hearing on the matter, the Ottumwa City Council FINDS that based upon evidence submitted by the City Attorney's Office, on April 28, 2021 the above-captioned permit holder committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a second violation within a period of two years of this statute.

IT IS THEREFORE ORDERED, that the above-captioned permit holder either remit one thousand five hundred dollars (\$1,500.00) to the city on or before July 16, 2021 (30 days from the date of this Order) or agree to a suspension of the retailer's permit for a period of thirty days. This sanction is consistent with Iowa Code section 453A.2(2)(b) for a second violation of Iowa Code section 453A.2(1).



Mayor

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3182-2021 - AN ORDINANCE ESTABLISHING SOLID WASTE FEES FOR NONCOMMERCIAL ESTABLISHMENTS BY REPEALING AND REPLACING SECTION 31½-35 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing.
Close public hearing.
Waive second and third consideration.
Pass and adopt Ordinance No. 3182-2021.

DISCUSSION: This ordinance adopts new solid waste fees for noncommercial establishment customers. These are the same fees included in the Bridge City Sanitation proposal submitted and approved by the Council in October. The fee for July 1, 2021 through June 30, 2022 will be \$18.70 per unit per month. This is an increase of \$1.50. The fee for July 1, 2022 through June 30, 2023 will be \$19.18 per unit per month, an increase of \$.48.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3182-2021

AN ORDINANCE ESTABLISHING SOLID WASTE FEES FOR NONCOMMERCIAL ESTABLISHMENTS BY REPEALING AND REPLACING SECTION 31½-35 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

SECTION ONE

Section 31½-35 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 31½-35 in its entirety and enacting the following in lieu thereof:

Sec. 31½-35. – Solid waste fees for noncommercial establishment customers.

- (a) Solid waste fees are mandatory for all single-family dwellings and other dwellings containing four units or less. This shall not apply to mobile home parks wherein water service is metered by one meter for the mobile home park, places of worship, or multi-family dwellings containing more than four dwelling units. Dwelling units housed with a commercial and/or business building shall also be exempt providing there is a written agreement between the tenant and business landlord that the commercial or business building owner or occupant will provide weekly solid waste disposal from a city licensed hauler. Any of the above referenced exceptions may subscribe to the city's solid waste collection services if the contractor agrees to provide service. The mandatory monthly collection rates are hereby established for garbage, refuse, recyclables and bulk items per residence for 64 gallons of refuse, in a cart provided by the contractor for curbside customers or two 32-gallon bags, provided by the customer, for walk up customers, one bulky item and recyclables in the provided bin for the following rates:

July 1, 2021 through June 30, 2022: \$18.70 per unit per month

July 1, 2022 through June 30, 2023: \$19.18 per unit per month

- (1) Additional 32-gallons or less bags with properly attached city stickers costing \$1.00 each will be collected. Bags without these stickers will not be collected. Rates for yard waste bag stickers will be \$1.00 each.
- (2) Residents qualifying for Southern Iowa Economic Development Association (S.I.E.D.A.) Energy Assistance Program are allowed to pay a reduced rate of \$2.00 per month lower than the rates listed above (e.g. \$16.70).
- (b) The Ottumwa Water and Hydro shall collect noncommercial establishment solid waste fees, as established in this section, as a part of the monthly water bill for the applicable customer.
- (c) The city shall direct bill those noncommercial establishment customers that are not billed by the Ottumwa Water and Hydro for water service.

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be

deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

PASSED on its first consideration the 15 day of June, 2021.

PASSED on its second consideration the _____ day of Waived, 2021.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2021.

APPROVED this 15 day of June, 2021.

CITY OF OTTUMWA, IOWA

By: Tom Lazio
Tom Lazio, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2021

Tom Lazio, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2021.

_____ Veto affirmed this _____ day of _____, 2021 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

6/15 Notice of Public Hearing

City of Ottumwa

hereto attached was published in said newspaper for 1 consecutive week's to-wit: 06/01/2021 Subscribed and sworn to before me, and in my presence, by the said 1st day of June, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 12.54

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:
Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday June 15, 2021 at City Hall in the City of Ottumwa, Iowa. A Public Hearing will be held to establish solid waste fees for noncommercial establishments as set forth in Chapter 317 of the Municipal Code – City of Ottumwa, Iowa, by repealing and replacing Section 317-35 City of Ottumwa, Wapello County, Iowa. The ordinance is available for viewing at the Planning Department, Room 204, City Hall located at 105 East Third Street, Ottumwa, Iowa. All persons interested in the above agenda items are invited to be present at the above time and place on the date mentioned to present their objections to or arguments for the proposed ordinance. FOR THE OTTUMWA CITY COUNCIL Chris Reinhard, City Clerk

PH Notice -
est. Trash Collection fees

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

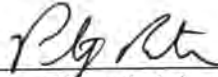
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 116-2021 - Approving the revised contract with Bridge City Sanitation for the collection of refuse, recyclables, bulky items, and yard waste.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 116-2021.

DISCUSSION: On October 20, 2020 the City Council awarded Bridge City Sanitation, LLC (BCS) with the ten-year contract for collection services within the City of Ottumwa directing staff to revise the prior contract to incorporate provisions identified previously. The original contract expires July 3, 2021. The revised contract expires June 28, 2031 with an opportunity to extend for an additional five year term. Staff reviewed the prior contract and revised the document to make it easier to read and provide for issues the prior contract failed to meet. Following this draft staff met with BCS to negotiate any terms or language that did not apply. The submitted contract has been tentatively agreed upon by staff and BCS.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 116-2021

**RESOLUTION APPROVING THE REVISED CONTRACT
WITH BRIDGE CITY SANITATION FOR THE COLLECTION OF
REFUSE, RECYCLABLES, BULKY ITEMS AND YARD WASTE**

WHEREAS, the City of Ottumwa, desires to contract for the collection of noncommercial refuse, recyclables, bulky items, and yard waste within the limits of the City; and

WHEREAS, the City of Ottumwa's current contract with Bridge City Sanitation, LLC to provide such services is set to expire on July 3, 2021; and

WHEREAS, the City of Ottumwa as documented by Resolution 228-2020 desires to continue contracting with Bridge City Sanitation, LLC to provide said services for an additional ten year period – July 4, 2021 through June 28, 2031 as documented in the revised contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the revised contract for collection of noncommercial refuse, recyclables, bulky items, and yard waste between the City of Ottumwa and Bridge City Sanitation, LLC is hereby approved.

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

APPROVED, PASSED AND ADOPTED, this 15th day of June, 2021.

CITY OF OTTUMWA, IOWA



Tom Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

CITY OF OTTUMWA
NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY
ITEMS AND YARD WASTE COLLECTION CONTRACT

July 4, 2021 to June 28, 2031

TABLE OF CONTENTS

CONTRACT

Article I. Term of Contract.....2
Article II. Definitions.....2
Article III. Scope of Work.....6
Article IV. Standards of Performance.....7
Article V. Operation.....9
Article VI. Compliance with Laws.....11
Article VII. Surety and Insurance.....12
Article VIII. Licenses and Permits.....12
Article IX. Exclusive Contract.....12
Article X Transferability of Contract.....13
Article XI. Default and Termination.....13
Article XII. Method of Payment.....14
Article XIII. Conflict of Interest.....15
Article XIV. Force Majeure.....15
Article XV. Governing Law.....15
Article XVI. Entire Agreement.....15
Article XVII. Severability.....16

EXHIBITS

Request for Proposal.....A
Bid Documents.....B
Contractor’s Performance Bond.....C
Resolution of the Ottumwa City Council approving this contract.....D

CITY OF OTTUMWA

Contract for Non-Commercial Refuse, Recyclable Materials, Bulky Items and Yard Waste Collection and Disposal

This contract is entered into, in duplicate, this ___ day of June 2021 by and between the City of Ottumwa, a Municipal Corporation of Wapello County, Iowa (hereinafter called the "City") and Bridge City Sanitation, LLC (hereinafter called the "Contractor").

WITNESS

WHEREAS, The Contractor did on August 25, 2020, submit a proposal and bid documents to provide collection services for designated customers and to perform such work as may be incidental thereto; and

WHEREAS, the City has evaluated the Contractor's proposal and bid documents and based upon Contractor's representations and information submitted to the City, has found the Contractor to be a responsible firm, which meets the conditions set forth in the City's Request for Proposal (RFP).

NOW, THEREFORE, in consideration of the recitals and the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

Article I. Term of Contract

- 1.1 This Contract shall commence July 4, 2021 and shall remain in full force and effect through June 28, 2031.
- 1.2 This Contract will be subject to a potential five (5) year extension subject to the City's review of the Contractor's performance and customer surveys and comments. Any future extension would be the result of successful negotiation between the City and Contractor.

Article II. Definitions

The following terms, whenever used in this Contract, shall have the meanings set forth in this Article unless otherwise limited or expanded elsewhere in this Contract.

- 2.1 Assigned territory means the areas and entities as designated by the City, which may include churches, single-family dwellings and multi-family dwellings, four units or less. This shall not include commercial or industrial waste, both of which shall be open to all licensed haulers.

- 2.2 Base rate means the minimum monthly rate assessed by the City to each customer for noncommercial refuse, recyclables, bundled branches and limbs and bulky item collection. The base rate will include the collection and disposal of one sixty-four (64) gallon container of noncommercial refuse. The Contractor may choose to use a larger container if providing service to multi-family dwellings as long as customers receive sixty-four (64) gallons of disposal service per dwelling unit. The base rate does not include any additional noncommercial refuse bag stickers that would be needed by the customer, nor does it include the cost of purchasing a yard waste bag tag, for leaves and grass clippings, or appliance stickers, all of which will be available for purchase at local grocery and retail stores.
- 2.3 Bulky items mean those items that cannot be collected as noncommercial refuse, recyclables or yard waste. Bulky items that are acceptable would include, but not be limited to, the following:
- 2.3.1 Appliances
 - 2.3.2 Furniture
 - 2.3.3 Push lawn mowers
 - 2.3.4 Bicycles, tricycles
 - 2.3.5 Carpet (cut into 6 foot lengths and tied)
 - 2.3.6 Windows
 - 2.3.7 Doors
 - 2.3.8 Lawn chairs
 - 2.3.9 And many other items that can be safely handled and collected by two (2) persons
 - 2.3.10 **Bulky items will not include:**
 - Any waste from a commercial generator to include waste that comes from a hobby or in home business, or yard sale.
 - Construction or demolition debris, including roofing
 - Concrete, brick, asphalt
 - Cars, motorcycles, boats or parts of vehicle frames or structural members
 - Pianos and organs
 - Items that are currently restricted by law at the Landfill and Recycling Center (toxic, hazardous, infectious, explosive, free liquids, insecticides, herbicides, radioactive, etc.)
 - Waste oil
 - Batteries and Scrap Metal
 - Tires
 - Other restrictions may apply
- 2.4 City means the City of Ottumwa, Iowa.
- 2.5 Container means a City-approved receptacle which recyclable materials, noncommercial refuse or yard waste can be stored and later placed at the curb for collection.

- 2.6 Contract documents means the City's Request for Proposal, the Contractor's Bid and Proposal, the Contract for Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste Collection and Disposal, the Contract Performance Bond and any subsequent written addendum or changes to the foregoing documents agreed to by the City and Contractor.
- 2.7 Curbside means that portion of right-of-way adjacent to paved or traveled City roadways and does not include alleys.
- 2.8 Curbside collection means the collection of all noncommercial trash, recyclables, bulky items and yard waste placed at the curb or front of the house, or if there is no curb, as near to the street as possible.
- 2.9 Designated customer for the purposes of this contract shall mean non-commercial establishments, as defined in the Ottumwa Municipal Code Chapter 31 ½ Solid Waste. Additionally, this term includes customers that contract with the City to provide noncommercial refuse collection service as described in "Exhibit A," as attached and all voluntary subscribers such as churches.
- 2.10 Disposal site means a municipal solid waste or recycling depository including, but not limited to, sanitary landfills, transfer stations, incinerators, composting facilities, waste processing/separation centers, recycling centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive municipal solid waste, recyclables, yard waste and/or other disposable material for processing or final disposal.
- 2.11 Door-step collection means collection of refuse and recyclable material (except bulky items and yard waste) of a designated customer, at a point close to the dwelling, which is in view of the street. This service shall be provided for the designated customers who have a physical infirmity documented by a physician at no additional charge. The Contractor may offer this service and charge over and above the base rate for designated customers who do not have a qualified infirmity, but would like to subscribe to door-step collection.
- 2.12 Dwelling is any building, which is wholly or partly used or intended to be used for living, sleeping and cooking.
- 2.13 Dwelling unit is any room or group of rooms located within a dwelling and forming a single habitable unit with facilities, which are used or intended to be used, for living, sleeping and cooking.

- 2.14 Garbage means all animal and vegetable matter from handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains and/or any other animal or vegetable matter whatsoever subject to decay, which may putrefy or generate noxious or offensive odors, be a food source for rodents or be breeding or feeding place for insects or vermin). As used herein, the term garbage does not include yard waste, construction debris¹, bulky items, recyclables, dead animals or hazardous or toxic waste.
- 2.15 Hazardous waste means waste or material defined, characterized or Designated as hazardous by the United State Environmental Protection Agency (USEPA) or appropriate state agencies by or pursuant to Federal or State law or regulations. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, batteries, paint, paint thinner, insecticides, toxic materials and other toxic substances so designated by the City.
- 2.16 Noncommercial refuse means all waste which normally result from the operation of a dwelling or a church, including all garbage, trash, and bulky items. Noncommercial waste does not include business waste, hazardous waste, as defined herein, recyclables or yard waste.
- 2.17 Recyclable materials means office paper, newsprint, corrugated cardboard, glass containers, tin, aluminum, specific types of plastic or other materials for which there is a market outlet, or such products designated by the City to be recyclable material and appliances or (white goods).
- 2.18 Recycling collection means the collection of all recyclable materials accumulated in residential dwelling units in the City. Collection shall also include transporting the recyclable materials to the Ottumwa/Wapello County Recycling Center or the Ottumwa/Wapello County Landfill where they can be processed for the market place as determined by the City. The Contractor shall not landfill or incinerate the recyclable materials collected for recycling as defined in Section 2.17 without the specific approval of the City.
- 2.19 Recycling container means, unless otherwise noted, those containers previously approved and provided by the City or an open-top container of suitable size and form retaining recyclable materials for curbside collection.
- 2.20 Request for Proposal means the request for proposal to haulers to provide curbside collection services of refuse, recyclables, bulky items and yard waste dated June 17, 2020.
- 2.21 Residential dwelling unit means any single or multi-family dwelling – four (4) units or less within the assigned territory and occupied by a person or group of persons.

¹ Defined as waste building materials resulting from construction remodeling, repair or demolition operations.

- 2.22 Trash Tote means, unless otherwise provided, any garbage or trash container, whether referred to as "garbage can," "trash receptacle," "plastic bag," "cans," "suitable container," or "containers," which are of such size and form as to permit collection by one (1) person. Collection containers or "carts" shall be sixty-four (64) gallon size, for a single dwelling unit and can be filled to the weight limit specified on the container. The Contractor may choose to supply larger automated containers for multi - family dwellings, which will be shared, as long as each dwelling unit receives sixty-four (64) gallons of disposal service.
- 2.23 Yard waste means compostable, organic material consisting of dead plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings and leaves.

Article III. Scope of Work

The scope of work under this Contract shall be as outlined in the Contract Documents.

- 3.1 Collection of Refuse: Contractor shall collect refuse curbside from designated customers within the assigned territory, once per week during the term of this Contract. Door-step collection shall be provided as defined in 2.11. Contractor shall transport and dispose of refuse in a legally authorized disposal site.
- 3.2 Collection of Recyclable Materials: For each designated customer within the assigned territory, the Contractor shall collect recyclable materials once per week on the same day as the customer's refuse collection. The collection shall occur in the same location and manner as refuse collection. There shall be no limit on the amount of recyclables a resident can set out for collection.
- 3.2.1 The collection of recyclable materials shall be limited to office paper, newsprint, magazines, catalogs, telephone directories, glass, aluminum cans, plastic containers, tin cans, corrugated cardboard and paperboard. The Director of Community Development may add additional materials to the recycling collection as suitable market outlets are established and upon agreement by the Contractor.
- 3.2.2 The Contractor shall provide a recycling container to each new, designated customer (who requests one) within the assigned territory.
- 3.2.3 Recycling containers containing recyclable materials shall be placed at the curb for collection as described in 4.4. Door-step collection shall be provided as defined in 2.11.
- 3.2.4 All recyclable materials placed for collection shall remain the responsibility and ownership of the designated customer until set out for collection, at which time they become the property of the City. Recyclable materials are accepted on behalf of the City upon collection by the Contractor.
- 3.2.5 All recyclables shall be disposed of at the Ottumwa/Wapello County Recycling Center and the City shall be responsible for the marketing of all recyclable materials collected and shall retain any sales proceeds. Recyclables are the property of the City and any theft of deposit containers, scrap metal or any other recyclables collected as part of this contract will be prosecuted by the City.
- 3.2.6 The Contractor shall not landfill or incinerate materials collected for recycling without specific approval of the City.

- 3.2.7 The Contractor agrees to aid and assist the City in the promotion and implementation of its recycling program by putting informational flyers in a designated customer's recycling bin during regular recycling collection and by providing information to the City regarding the amount of selected recyclables collected at addresses within the assigned territory. Any information or data that the City requests the Contractor to provide will be discussed with the Contractor prior to the request and implementation and will be provided by the City.
- 3.2.8 The Contractor will provide and distribute replacement recycling containers to any residents within the assigned territory at no cost, if destroyed by the Contractor and upon the discretion of the Contractor for any other valid reason.
- 3.2.9 The Contractor shall cooperate with the local media in promoting the City's recycling program.
- 3.3 Collection of Yard Waste: Yard waste shall be collected weekly year round and Christmas trees shall be collected weekly through January. Yard waste such as leaves, grass clippings and garden debris must be placed in paper yard bags obtained from retail outlets and have a City yard waste sticker attached in order to be collected. When filled, the bags shall weigh no more than forty (40) pounds. Tree limbs and brush shall be cut into thirty-six inch (36") lengths, bundled and tied, and weigh less than fifty (50) pounds.
- 3.4 Collection of Bulky Items: The Contractor agrees to provide weekly bulky item collection to designated customers within the assigned territory. One "acceptable²" bulky item per household will be collected at no additional charge to the base rate.
- 3.5 Collection of Hazardous Materials: The Contractor shall not knowingly collect any hazardous waste from customers; however, the Contractor shall collect ashes, provided that they are cool, placed in plastic bags, weighing no more than forty (40) pounds, which have been placed curbside for collection and tagged with extra trash bag tags, if necessary.
- 3.6 Annual City Wide Clean Up Event. The Contractor agrees to provide one City wide clean up event per year for designated customers in the assigned territory. Contractor may choose how to design the event, house-to-house collection or drop off sites. Contractor will be responsible for notifying customers of the date and location of the annual event.

Articles IV. Standards of Performance

- 4.1 It is specifically declared that time is of the essence in the performance of this Contract by the contractor of each, every, and all provisions of this Contract. In the case of an endangering weather event, natural disaster, or act of God, the City may grant the Contractor a temporary variance in the Contractor's regular schedules and/or routes. Any such variance shall be made by mutual agreement between the City Administrator and the Contractor. Once approved, the Contractor shall notify the public of the service disruption or delay as quickly as possible.

² As defined in Section 2.3

- 4.2 The Contractor shall load and transport noncommercial refuse, recyclables, bulky items and yard waste in such a manner as to be as inoffensive to the public as possible and shall exert all reasonable precautions to prevent the spilling or scattering of waste materials while in transit or loading. In the event that any of such waste does spill or scatter due to Contractor performance, the Contractor shall immediately clean and remove such spillage regardless of whether such spillage occurred on private or public property or within or outside of the city limits of Ottumwa, Iowa.
- 4.3 The Contractor shall make provisions for residential customers to have doorstep noncommercial refuse and recyclables collection at no additional charge and upon proof of incapacity by a physician. It is not a requirement to provide "no charge" doorstep bulky items or yard waste collection for other customers; however the Contractor may provide this service for a fee. The Contractor shall be authorized to directly charge and collect fees for doorstep service to non-residential customers and customers who desire this service but who do not qualify for free doorstep service as defined above.
- 4.4 The Contractor's employees shall handle all trash totes and recycling containers with reasonable care to avoid damage and shall exert all reasonable precautions to prevent spilling or scattering of noncommercial refuse, recyclables, yard waste and bulky items which are properly bagged. Refuse improperly bagged will not be the responsibility of the Contractor. Once collected, containers shall be returned to the original upright position that is not blocking driveways.
- 4.5 The Contractor shall be liable for the replacement of trash totes damaged by reason of misuse or mishandling by the Contractor. The Contractor shall provide up to one (1) trash tote when stolen as verified by the Director of Community Development. The Contractor shall not be liable for damage caused by weather or residents' misuse of the trash tote. The Contractor understands that trash totes do not last forever and will need to be repaired or replaced by the Contractor during the term of this contract at no charge to the Customer. Contractor is expected to keep an adequate inventory of replacement trash totes as necessary. All claims for damage by reason of misuse or mishandling shall be presented to the Contractor in writing. The City Administrator or his/her designee is empowered to decide disputes between the Contractor and the customer on all repair or replacement claims exercising reasonable discretion and this decision is final.
- 4.6 The City or its authorized agent may inspect the work performed for compliance with the contract. The Contractor shall furnish all reasonable assistance required by the City or its representative for the proper inspection of the Contractor's premises, facilities, equipment or work.
- 4.7 The City and Contractor will prepare and submit a customer survey every two (2) years as to their satisfaction with the Contractor's services and notify the Contractor of the results.

- 4.8 Services provided by Contractor under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Articles V. Operation

- 5.1 Collection Staff: The Contractor shall employ (solely at its own expense) all personnel required to perform the collection services required by this Contract. No person employed by the Contractor shall at any time be an employee (nor construed to be an employee) of the City. All of the Contractor's personnel engaged in the work under this contract shall be fully qualified and authorized or permitted under State and local law to perform such services. Sufficient technical supervision and administrative personnel shall be furnished to ensure the proper performance of this contract, as determined, from time to time, by the City.
- 5.2 Office Support. The Contractor shall accept customer calls and emails from 8:00 am to 4:30 pm Monday through Friday. The Contractor further agrees to provide recording equipment and/or answering service for after hour calls. Recording equipment shall not be used from 8:00 am to 4:30 pm Monday through Friday, unless absolutely necessary. The Contractor may staff an office or have the phone answered by an employee working from home, but there should always be a person available to answer the phone during regular business hours. The Contractor shall maintain a paper or electronic log of customer calls and or e-mails, detailing date and time called, nature of call, and date and time of resolution of customer's issue. This log shall be provided to the City on a monthly basis. The City shall also maintain a log of customer issues and provide it to the Contractor on a monthly basis.
- 5.3 Equipment. The Contractor shall provide an adequate number and type of vehicles to conduct collection services as set forth herein. Vehicles shall meet all State, County and City codes and requirements, empty and full, with regard to weight and capacity limits. All vehicles and other equipment shall be kept in good repair and appearance and in a clean and sanitary condition at all times. Collection vehicles shall be repaired as needed and repainted every three (3) years as stated in the RFP to maintain a good outward appearance.
- 5.4 Days of Operation. The Contractor shall make weekly collections Mondays through Fridays. Collections on Saturday or Sunday require prior authorization from the City Administrator or his/her designee.
- 5.5 Hours of Operation. Collection services for noncommercial refuse, recyclables, yard waste and bulky items shall not start before 6:00 AM or continue after 4:00 PM on the same day. Between Memorial Day and Labor Day, the daily start time may begin at 5:00 AM. Additional exceptions to collection hours shall be implemented only upon the mutual agreement of the Contractor and City Administrator or their designee.

- 5.6 Collection routes. Collection routes shall remain the same (with the exception for holidays outlined below) for the term of this contract, unless both parties agree it would be in the best interest of the City's residents to change collections routes. Exceptions to collection routes shall be implemented only upon the mutual agreement of the Contractor and City Administrator or his/her designee.
- 5.7 Revisions to Collection Service(s). If this Contract requires a transition from a former Contractor and type of service to something new, the Contractor will make every effort to inform customers of any new service requirements, collection day changes, equipment changes or other issues that may affect customer service. The City will work with the Contractor to make the transition as smooth as possible.
- 5.8 Holidays. The City of Ottumwa's employee Collective Bargaining Agreements (CBAs) designate the following holidays³, which have an impact on this Contract as far as the days the Ottumwa/Wapello County Landfill and Recycling are closed for holidays:
- New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Day before or after Christmas Day⁴
 - Christmas Day

Holiday Collection Schedule. Collection routes for refuse and recyclables shall be collected in accordance with the following schedule to comply with the availability of the Ottumwa/Wapello County Landfill and Recycling Centers:

- Holidays falling (or observed) on Monday - - collection day on Tuesday
- Holidays falling (or observed) on Wednesday - - collection day Thursday
- Holidays falling (or observed) on Friday - - collection day Thursday

If yard waste or bulky items are collected a different day than refuse and recyclables then the City and the Contractor will mutually agree as to the holiday collection schedule for these materials. It shall be the Contractor's responsibility to give reasonable advance notice to customers of any changes in the collection schedule as a result of a holiday. At a minimum, such changes shall be published in the Ottumwa Courier and placed on the City's website. City shall provide the annual holiday schedule on or before January 1 of each year. This schedule includes the landfill operations.

³ Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday

⁴ As designated by the Mayor

Articles VI. Compliance with Laws

6.1 In performing any actions or services under this contract, the Contractor shall comply with any and all federal and state statutes, rules, regulations and any and all city ordinances and regulations pertaining to or regulating the provision of such services or actions, including those now in effect or hereafter adopted. The Contractor shall require collection employees to wear reflective clothing, such as safety vests, and to obey the traffic rules when operating vehicles and equipment.

6.2 The City will forward complaints of spillage of debris, rubbish, and other materials resulting from the process of collecting properly bagged non-commercial refuse and recyclables to Contractor. Failure by the Contractor to remedy issues determined by the Director of Community Development (or their designee) to be the fault of Contractor within forty-eight (48) hours may result in the City issuing a civil "notice of violation" against the Contractor. The penalty for a civil "notice of violation" under this section shall be the same as set by resolution pursuant to Section 1-53 of the Ottumwa City Code of Ordinances and shall not include court costs or surcharge.

Each penalty for a civil "notice of violation" issued under this section shall be paid at the City Clerk's office. If such penalty is not paid within thirty (30) days of the issuance, or if the Contractor denies committing such violation, the issuing officer may cancel the civil "notice of violation" and issue a municipal infraction to be processed through the court system in the same manner as if the violator had been originally issued a municipal infraction for the violation.

6.3 The City and Contractor agree to conform to all applicable statutes, ordinances, rules or regulations. Any material breach by the City or Contractor shall permit the non-breaching party to serve notice of termination of this contract upon the breaching party in accordance with Article XI of this Contract.

6.4 The City agrees not to specifically place upon the Contractor additional economic burdens under this Contract or to impose regulations, which affect a higher standard of performance than in this Contract without the prior mutual written agreement between the two parties.

6.5 Amendments to existing regulatory laws, ordinances, regulations and enactment of new laws, ordinances and regulations shall not serve as justification for the Contractor to terminate his obligations hereunder, unless such changes make the completion of this contract impossible or impractical to perform including financial considerations. In the event performance is not practicable, then the parties shall renegotiate terms relevant to these amendments.

Article VIII. Surety and Insurance

- 7.1 Surety. The Contractor agrees to provide a performance bond for the term of the contract, ten (10) years, which will be an annually renewed bond. The City agrees to accept the bond by the surety on a one-year term and that surety has the option to renew the bond annually. The performance bond required shall be one million dollars (\$1,000,000.00) for collection of noncommercial refuse, recyclables, bulky items and yard waste and per the Request for Proposal.
- 7.2 Insurance Requirements. Prior to the commencement of this contract, certificates of all insurance required hereunder, signed by an authorized representative of the Contractor's insurance carrier, shall be submitted to the City Administrator or his/her designee, for review and approval. Said insurance shall name the City of Ottumwa as an additional insured and meet the following minimum coverage levels:
- Public liability - two million dollars (\$2,000,000.00) Combined Single Limit
 - Motor vehicle liability - two million dollars (\$2,000,000.00) Combined Single Limit
 - Workman's Compensation Insurance – legal minimum requirements
- 7.3 Disclaimer of adequacy. Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor interest or liabilities.
- 7.4 Notice of insurance cancellation or non-renewal. The Contractor shall at all times during the Contract maintain in full force and effect, the insurance coverage enumerated above. The certificates of insurance shall contain the following express obligations. "This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change on a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."
- 7.5 Indemnification. The Contractor shall, at all times, indemnify, save and hold harmless the City, its officers, agents, and employees of and from all liabilities, liens, judgments, costs, damages, and expenses of whatsoever kind which may accrue against or be charged to or recovered from the City, or its said officers, agents, or employees by reason of or in consequence or the Contractor's performance under this contract.

Article VIII. Licenses and Permits

The Contractor shall obtain and maintain all required licenses and permits to perform the Contract.

Article IX. Exclusive Contract

The Contractor shall have the sole and exclusive license and privilege to provide collection service for non-commercial properties in the assigned territory as provided in this Agreement.

Article X. Transferability of Contract

Other than by operation of law, no assignment, conveyance, or transfer of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of an authorized assignment, the Contractor shall act as a guarantor of the assignee's satisfactory performance of all contractual obligations.

Article XI. Default and Termination

- 11.1 Complaints. All Complaints shall be made directly or forwarded to the Contractor who shall answer all complaints courteously and promptly. In the case of alleged missed collections, the Contractor shall then arrange for the prompt collection of the non-commercial refuse, recyclables, yard waste or bulky items immediately if possible, or at least within twenty-four (24) hours of verification of the complaint. The Contractor shall have a method of communicating between their local office and the collection vehicles, either by radio or cellular telephone. Customers whose complaints aren't satisfied by the Contractor may contact the Director of Community Development or their designee.
- 11.2 Failure to Perform: Should the Contractor fail to perform under this Contract or fail to provide satisfactory services in accordance with the terms of this Contract, the City shall provide notice of this failure in writing; providing twenty-one (21) days to cure non-compliance with any contractual obligation(s). In the event during said twenty-one (21)-day period a violation is not cured, then this would amount to a material breach and thereby a default of the contract.
- 11.3 Default: Upon the occurrence of any default, the City may serve a five (5)-Day Notice of Termination upon the Contractor and its surety hereunder and unless such default is corrected within said five (5)-day period, this Agreement shall be declared in absolute default and the contractor's surety shall become liable unto the City for all of City costs and performance hereunder. Additionally, any containers used in the collection of refuse and recycling become the property of the City following absolute default.
- 11.4 Termination for Convenience: This Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, Contractor shall be compensated for all services performed prior to the date of termination. Additional compensation to the Contractor may be negotiable by the parties as a termination fee.

Article XII. Method of Payment

- 12.1 City to be collector. The City shall be responsible for billing and receipt of collection fees for curbside and qualified door-step collection from designated customers. Additional charges for unqualified, subscriptions for door-step collection service shall be the responsibility of the Contractor to collect. The City shall be responsible for all billing requirements and under no circumstances shall the Contractor be responsible for billing services. The sale of bag tags will be the sole responsibility of the City and ninety percent (90%) of these fees shall be paid to the Contractor. The Contractor shall pay all disposal fees for non-commercial refuse and bulky items collected from designated customers within the assigned territory and disposed of at the Ottumwa/Wapello County Landfill. There are currently no disposal fees for yard waste and recyclables.
- 12.2 The City will pay the Contractor the rate bid by the Contractor and approved by the City Council per the Bid Form signed by the Contractor and dated August 25, 2020 for the collection of refuse, recycling, bulky items, yard waste of designated customers and annual City-wide clean-up.

Period July 1 - June 30	Rate	
2021-2022	\$16.00	Per household per month
2022-2023	\$16.48	Per household per month
2023-2024	\$16.81	Per household per month
2024-2025	\$17.31	Per household per month
2025-2026	\$17.66	Per household per month
2026-2027	\$18.19	Per household per month
2027-2028	\$18.55	Per household per month
2028-2029	\$19.11	Per household per month
2029-2030	\$19.49	Per household per month
2030-2031	\$20.08	Per household per month

- 12.3 Price Adjustment(s): The Contract shall be subject to adjustment if the price of fuel increases or decreases more than five percent (5%) of the July 4, 2021 price per gallon. In the event the Ottumwa/Wapello County Landfill fees increase, or if other disposal fees are implemented by the Ottumwa/Wapello County Solid Waste Commission, it is understood that this increase or new fees may be passed through to the City. Any price adjustments not within the control of the Contractor shall not be passed through to the Contractor.
- 12.4 The Contractor shall be entitled to payment for services rendered regardless of whether or not the City collects from the customer for such services. However, the Contractor shall not be entitled to receive payment for any customer that has been overbilled by the City (example: two-unit apartment building that was billed for collection as though it were a three-unit building). Payment shall be made the third Friday of every month at 3:00 PM.

Article XIII. Conflict of Interest

Contractor agrees that no member, officer or employee of the City shall have any direct or indirect interest in this contract or the proceeds thereof at the time of execution of this Contract and at all future times. Violations of this provision shall cause this contract to be null and void, and Contractor will forfeit any payments to be made under this contract.

Article XIV. Force Majeure

Neither the Contractor nor the City shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, act of God, power failure, flood, disaster or other similar contingency beyond the reasonable control of the City or the Contractor.

Article XV. Governing Law

- 15.1 The performance of this contract and the resolution of all disputes connected therewith shall be governed by the laws and regulations of the State of Iowa.
- 15.2 Any disputes related to this Contract that are not resolved by mutual agreement of the parties shall be resolved in a court of competent jurisdiction in Wapello County, Iowa. Either party may sue the other for declaratory judgment, damages, specific performance, injunctive relief or any other legal or equitable relief as may be provided by law. All remedies are cumulative and not exclusive.

Article XVI. Entire Agreement

- 16.1 This document and its appendices and schedules contain all terms and conditions of this Contract. The following associated "exhibits" are incorporated into and constitute the entire agreement between the parties.
- 16.1.1 City of Ottumwa, Iowa, Request for Proposal (RFP) for Curbside Collection of Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste attached hereto as "Exhibit A."
 - 16.1.2 The Contractor's response to the RFP attached hereto as "Exhibit B."
 - 16.1.3 The Contractor's Performance Bond attached hereto as "Exhibit C."
 - 16.1.4 The Resolution of the City Council approving this contract attached hereto as "Exhibit D."
- 16.2 While this contract instrument and the associated exhibits constitute the entire agreement between the parties, this contract instrument supersedes all other documents, proposals or representations between the parties, whether written or oral, and this contract instrument shall govern in the event of a conflict or inconsistency between various documents.

16.3 The parties hereto may, from time to time, require changes in the terms or conditions as set forth herein. No amendment shall be construed to release either party from any obligations of the contract, except as specifically provided for by written amendments signed by both parties.

Article XVII. Severability

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect but only if to the benefit of the City.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Ottumwa, Iowa, as of this _____ day of _____ 2021.

CITY OF OTTUMWA, IOWA A MUNICIPAL CORPORATION OF WAPELLO COUNTY, IOWA

By: Tom X. Lazio
Tom X. Lazio, Mayor

By: Christina Reinhard
Christina Reinhard, City Clerk



Seal of the City of Ottumwa, Iowa

By: _____
_____ Contractor

CITY OF OTTUMWA REFUSE AND
RECYCLING COLLECTION BID

AUGUST 25, 2020

Bridge City Sanitation LLC

Qualifications and Experience:

We are a locally owned and operated sanitation company serving commercial and residential customers of Wapello and Davis counties. We are the current contract hauler for the City of Ottumwa.

Locally we employ 23 full and part time employees between the residential and commercial shops representing over \$800,000 in wages. Our operation does business locally with the purchase of fuel, repairs, insurance and supplies supporting other locally owned businesses in our community.

We live in, and are active in, the community with support of other organizations and charitable events. We clearly intend to work with the City of Ottumwa officials to do our part in implementing the contract provisions to provide waste collection and clean up of the City of Ottumwa.

Program Understanding and Methodology:

We intend to maintain the current established routes and collection days with collection times as indicated in the RFP. Normal routes for trash and recycling will be Monday, Wednesday and Friday. Yard waste and reported bulky items will be picked up on Tuesday for the south side of town and on Thursday for the north side of town. This will provide for minimal changes for the residents. Although infrequent, routes have been adjusted in the past. We will always work with the City to directly notify any affected residents of any route changes. In the past this was done by mail and door to door notices. Residents will be notified of any change in collection days due to holidays by an annual insert in the water bills. This will state the scheduled holidays for the entire year. Furthermore, notice will be posted via all social media outlets available including those of the city. Yard waste will only be picked up in designated properly tagged bags and stick bundles per city requirements.

For the implementation of refuse, recycling, yard waste and bulky item collection we intend to purchase updated collection trucks including four Labrie style auto loader trucks year 2016 or newer. These trucks will have at a minimum 25yd capacity and will be purchased as soon as possible to improve the current contract performance. We will also provide three updated recycle collection trucks similar to those we use now. These trucks have a three hopper sorting capability to completely sort material at the curb and separately dump at the recycle center as

we currently do. All trucks and equipment used in providing these services will be properly maintained, washed regularly and kept in sanitary condition.

Trucks below are similar to what we currently have selected.



All vehicle operators and collection helpers will have sufficient training and understanding to perform their designated duties including dumping procedures at the recycling center and landfill. We implement weekly safety and training meetings to keep compliant with updated laws and regulations. All collection helpers are trained in collection procedures and implementation guidelines as per the recycling center provided information. We will work with city staff to correct any issues related to collection methods or procedures as they arise.

City wide clean up event – we will work with city staff to establish a city wide clean up day. For example, we would propose a one day event with a designated drop off site. We will provide two roll off containers and two rear load garbage trucks to transport material to the landfill continuously during the designated time. We will also provide a recycling dumpster capable of sorting to haul to the recycling center during those hours. This was a very popular event in the past!

Customer service and Public relation -

With the assistance of city staff we will incorporate educational material about the trash and recycling procedures in with the water bill to address issues relating to this service. These education materials may include pamphlets or flyers created by the recycling center, the city or the contractor. It is our intention to increase the education of the residents to increase the recycling tonnage and get bulky items called in as per the contract specifications.

Missed pickups and phone calls – we will address this issue in several ways. First, with increased employee training in an effort to eliminate a missed service all together. Also, with additional educational material provided, the proper items would be deposited in the proper container to reduce the items not picked up. Additionally, with using all automated trucks to become more efficient in collection. Second, we will implement an additional phone line as a roll over line or utilize a call center to reduce the use of an answering machine to after hour calls. After hours calls will be on a recorded line with increased capacity to take more calls and not show a mailbox full indication. A call log will be provided upon request to show calls taken and the follow up documented. This information will be provided to city officials on a monthly basis.

Missed collections, upon notification, will be picked up by the route drivers daily prior to completion of their routes. Also, we will have available an additional roving truck to pick up otherwise missed collections within a 24 hour timeframe.

We may be contacted at the following:

Bridge City Sanitation LLC

PO Box 541

Ottumwa, Iowa 52501

Jason Blunt at 641-777-1041

Keith Lewis at 641-777-8931

RESOLUTION NO. 228-2020

**RESOLUTION ACCEPTING THE PROPOSAL FROM BRIDGE CITY
SANITATION OF OTTUMWA, IOWA FOR COLLECTION OF
NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY ITEMS AND YARD
WASTE IN THE CITY OF OTTUMWA**

WHEREAS, the City Council did advertise and accept proposals for collection services, which includes non-commercial refuse, recyclables, bulky items, and yard waste for city customers for a period of ten years; and

WHEREAS, the City received proposals from two vendors – Bridge City Sanitation of Ottumwa, Iowa and Sparta Waste Services of Urbandale, Iowa; and


WHEREAS, on September 29, 2020 a special meeting was held to gather additional information from the two vendors who submitted proposals and to seek responses to inquiries from the City Council regarding the terms identified in the original request for proposals versus the potential for special provisions related to the eventual contract for service.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, to accept the proposal for non-commercial refuse, recycling, bulky waste, and yard waste collection from Bridge City Sanitation of Ottumwa, Iowa for a period of ten years commencing July 4, 2021 through June 28, 2031.

BE IT FURTHER RESOLVED, that the City Council directs the City Administrator to coordinate with staff to work out the details of a contract incorporating the contractual provisions identified by the City Council at the September 29, 2020 meeting.

APPROVED, PASSED AND ADOPTED, this 20th day of October, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



Exhibit B

Noncommercial Refuse and Recycling Collection Contract Bid Form Refuse,
Recyclables, Bulky Items and Yard Waste Collection

The undersigned propose to make available to all addresses as described in Section III of the Request for Proposal, the collection of refuse, recyclables, bulky items and yard waste once (1) per week in the assigned territory, for the City of Ottumwa, for the following sum. Fees change on July 1st annually except where noted in the Request for Proposal.

\$16.00	Per household per month 2021-2022
\$16.48	Per household per month 2022-2023
\$16.81	Per household per month 2023-2024
\$17.31	Per household per month 2024-2025
\$17.66	Per household per month 2025-2026
\$18.19	Per household per month 2026-2027
\$18.55	Per household per month 2027-2028
\$19.11	Per household per month 2028-2029
\$19.49	Per household per month 2029-2030
\$20.08	Per household per month 2030-2031


Company Name BRIDGE CITY SANITATION LLC
Address, City, State, Zip PO Box 541, OTTUMWA, IA 52501
Phone Number 641-682-8117
E-mail address DAVIS_LEWIS@PCSIA.NET
Contact Person KRITHI W LEWIS Title MEMBER
Authorized Signature *Krithi W Lewis*
Date 8/25/2020

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 15, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson 
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 117-2021 - A RESOLUTION APPROVING THE FINAL PLAT OF KIPLE'S SECOND SUBDIVISION IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 117-2021.

DISCUSSION: The applicant is requesting approval of a 14.43-acre, four lot, contiguous area to be consolidated and subdivided into four new lots situated between N. Court Rd. to the west and Oak Meadow Dr. to the east. The two west lots will provide separate lots for Tractor Supply and McGregors Furniture. The applicant seeks to divide these into separate lots to clarify the property taxes in order to improve his business as a commercial property owner.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The center lot contains a high-pressure natural gas main contained within a 30 foot easement. The applicant seeks to keep this lot separate and protected. Access to the center lot is available from two 20 foot-wide easements, one on each of the west lots. The east lot will be available for development and the applicant is working with a prospective buyer interested in building a church.

The City Engineer has reviewed the plat. Staff has recommended updates to the plat. Those updates have been made and the final plat was presented to the Plan and Zoning Commission on June 7, 2021. The final plat is in conformance with the requirements of Chapter 33, "Subdivisions."

RESOLUTION NO. 117-2021

A RESOLUTION APPROVING THE FINAL PLAT OF KIPLE'S SECOND SUBDIVISION IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

WHEREAS, Kiple's Second Subdivision, City of Ottumwa, Wapello County, Iowa, is being described as follows, to-wit:

A parcel of land lying within the Southwest Fractional Quarter of Section 06, Township 72 North, Range 13 West of the Fifth Principal Meridian, Wapello County, Iowa, and more particularly described as follows:

Commencing at the Southwest Corner of the Fractional Southwest Quarter of said Section 06; thence North 00 degrees 04 minutes 50 seconds East along the West line of said Fractional Southwest Quarter a distance of 844.88 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 88.71 feet to the existing Easterly right of way line of State Highway 149, the existing Southwest Corner of the existing property owned by the Kiple Company, LLC, and the Point of Beginning; thence North 00 degrees 26 minutes 55 seconds East along said right of way line a distance of 278.61 feet; thence North 11 degrees 23 minutes 17 seconds East along said right of way line a distance of 99.45 feet; thence North 13 degrees 13 minutes 15 seconds East along said right of way line a distance of 30.88 feet; thence North 00 degrees 04 minutes 50 seconds East along said right of way line a distance of 70.00 feet to the existing North line of the existing property owned by The Kiple Company, LLC; thence South 89 degrees 44 minutes 57 seconds East along said North line a distance of 529.27 feet; thence South 89 degrees 29 minutes 17 seconds East along said North line a distance of 669.79 feet; thence North 89 degrees 51 minutes 51 seconds East along said North line a distance of 199.85 feet to the Northeast Corner of said property and the Westerly right of way line of Oak Meadows Drive; thence South 00 degrees 08 minutes 54 seconds East along said right of way line a distance of 429.50 feet to the Southeast Corner of said property; thence South 89 degrees 55 minutes 04 seconds West along the South line of said property a distance of 200.00 feet; thence North 89 degrees 44 minutes 24 seconds West along said South line a distance of 469.63 feet; thence South 89 degrees 40 minutes 12 seconds East along said South line a distance of 366.99 feet; thence South 00 degrees 04 minutes 40 seconds East along said South line a distance of 45.02 feet; thence North 89 degrees 40 minutes 30 seconds West along said South line a distance of 392.42 feet to the Southwest Corner of said property, the existing Easterly right of way line of State Highway 149, and the Point of Beginning, containing a total of 14.43 acres, more or less.

And an easement for ingress and egress that is 20 feet Wide and adjacent and parallel to the Southerly lot lines of Lot 1 and Lot 2. The sidelines of said easement terminate at the Easterly and Westerly Lot lines.

WHEREAS, the Ottumwa Planning and Zoning Commission recommended approval of the Kiple's Second Subdivision Final Plat at its June 7th, 2021 meeting; and

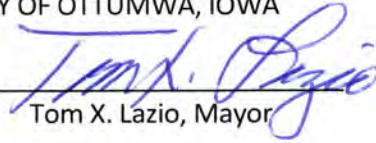
NOW, THEREFORE, be it resolved by the City Council of the City of Ottumwa, Iowa:

That the Final Plat known as Kiple's Second Subdivision, City of Ottumwa, Wapello County, Iowa, is hereby accepted, 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.

Passed and adopted this 15th day of June 2021.

CITY OF OTTUMWA, IOWA

By



Tom X. Lazio, Mayor

ATTEST:

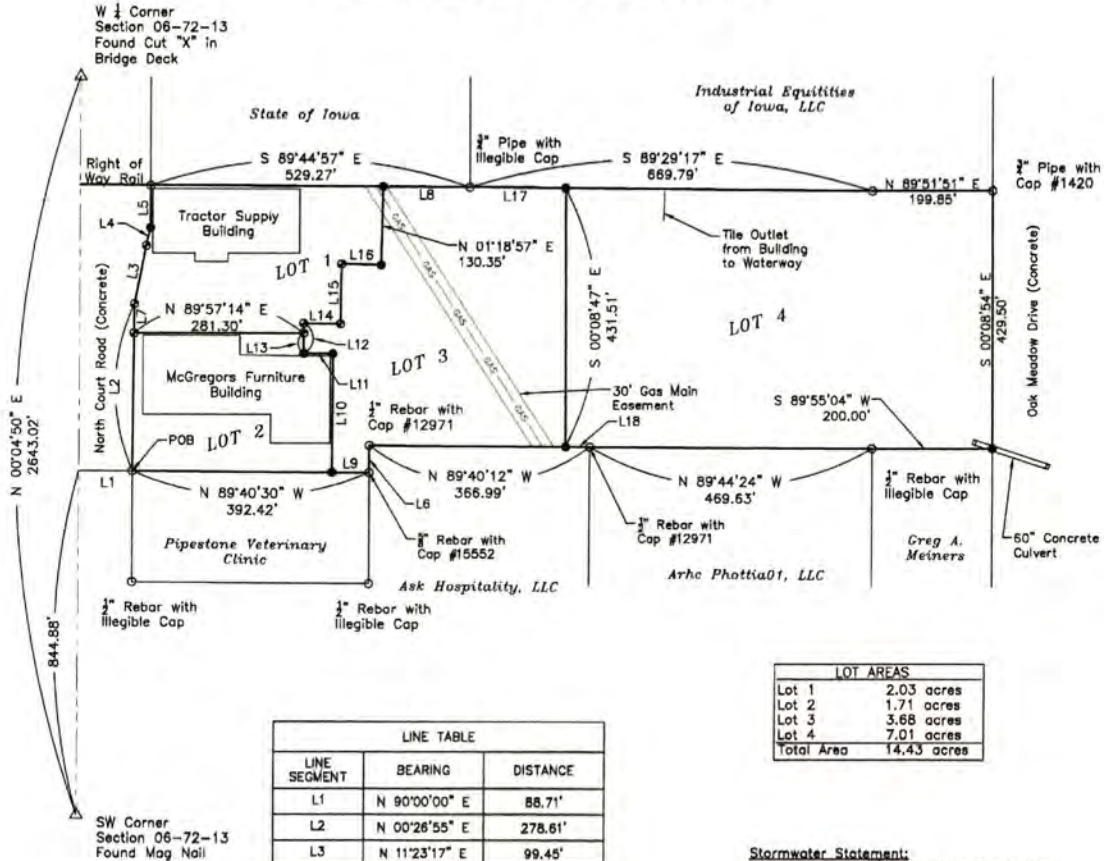


Chris Reinhard, City Clerk

INDEX LEGEND

County: Wapello
 Section: 06 Township 72 N Range: 13 W
 Allotment Part: SW Quarter
 Requested by: Charles Kiple
 Apparent Owners: The Kiple Company, LLC.
 Surveyor: Trevor C. Brown, P.E. & P.L.S.
 1701 South Main Street Fairfield, IA 52556
 Phone: 641-472-9499

FINAL PLAT KIPLE'S 2ND SUBDIVISION



LOT AREAS	
Lot 1	2.03 acres
Lot 2	1.71 acres
Lot 3	3.68 acres
Lot 4	7.01 acres
Total Area	14.43 acres

LINE TABLE		
LINE SEGMENT	BEARING	DISTANCE
L1	N 90°00'00" E	88.71'
L2	N 00°26'59" E	278.61'
L3	N 11°23'17" E	99.45'
L4	N 13°13'15" E	30.88'
L5	N 00°04'50" E	70.00'
L6	S 00°04'40" E	45.02'
L7	N 00°26'59" E	48.89'
L8	S 89°44'57" E	144.40'
L9	N 89°40'30" W	61.46'
L10	N 00°10'39" E	197.70'
L11	N 89°17'51" W	48.27'
L12	N 00°20'26" W	49.93'
L13	N 00°20'26" W	33.52'
L14	S 89°14'25" E	61.18'
L15	N 00°46'06" E	100.01'
L16	S 88°47'37" E	65.36'
L17	S 89°29'17" E	159.63'
L18	N 89°40'12" W	40.37'

Stormwater Statement:
 The Storm Water Management will be the responsibility of the individual owner upon development.

Referenced Surveys:

- R1: Plat of Survey of the Ottumwa Area Development Corporation Industrial Park performed by Lewis E. Graham Jr., Registered Land Surveyor #3955 dated June 22, 1974.
- R2: Plat of Survey performed by Henry E. Cook, Registered Land Surveyor #339 dated September 28, 1965
- R3: Final Plat of the Ottumwa Area Development Corporation Industrial Park performed by Lewis E. Graham Jr., Registered Land Surveyor #3955 dated September 14, 1985.
- R4: Plat of Survey performed by Trevor C. Brown, Licensed Land Surveyor #15552 dated October 16, 2014 and recorded in Book 13-L, Page 684 in the Wapello County Recorder's Office on October 17, 2014.

APPROVED BY
Tammy Lopez 6-16-2021
 City of Ottumwa City Council Date

APPROVED BY

 City of Ottumwa Planning and Zoning Date

APPROVED BY
Phil Brown 05-17-2021
 City of Ottumwa City Engineer Date

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

Trevor C. Brown 5-13-2021
 Trevor C. Brown, P.E. & P.L.S. Date
 License Number 15552
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal: 1-2



OWNER: THE KIPLE COMPANY, LLC
 20 WOODSHIRE DRIVE
 OTTUMWA, IA 52501

PLANNERS: TRUE LINE DESIGN SOLUTIONS, LLC
 1701 SOUTH MAIN STREET
 FAIRFIELD, IOWA 52556

ZONED: C - COMMERCIAL
 FRONT YARD SETBACK: 20 FEET
 SIDE YARD SETBACK: 5 FEET
 REAR YARD SETBACK: 0 FEET



SCALE 1" = 200'

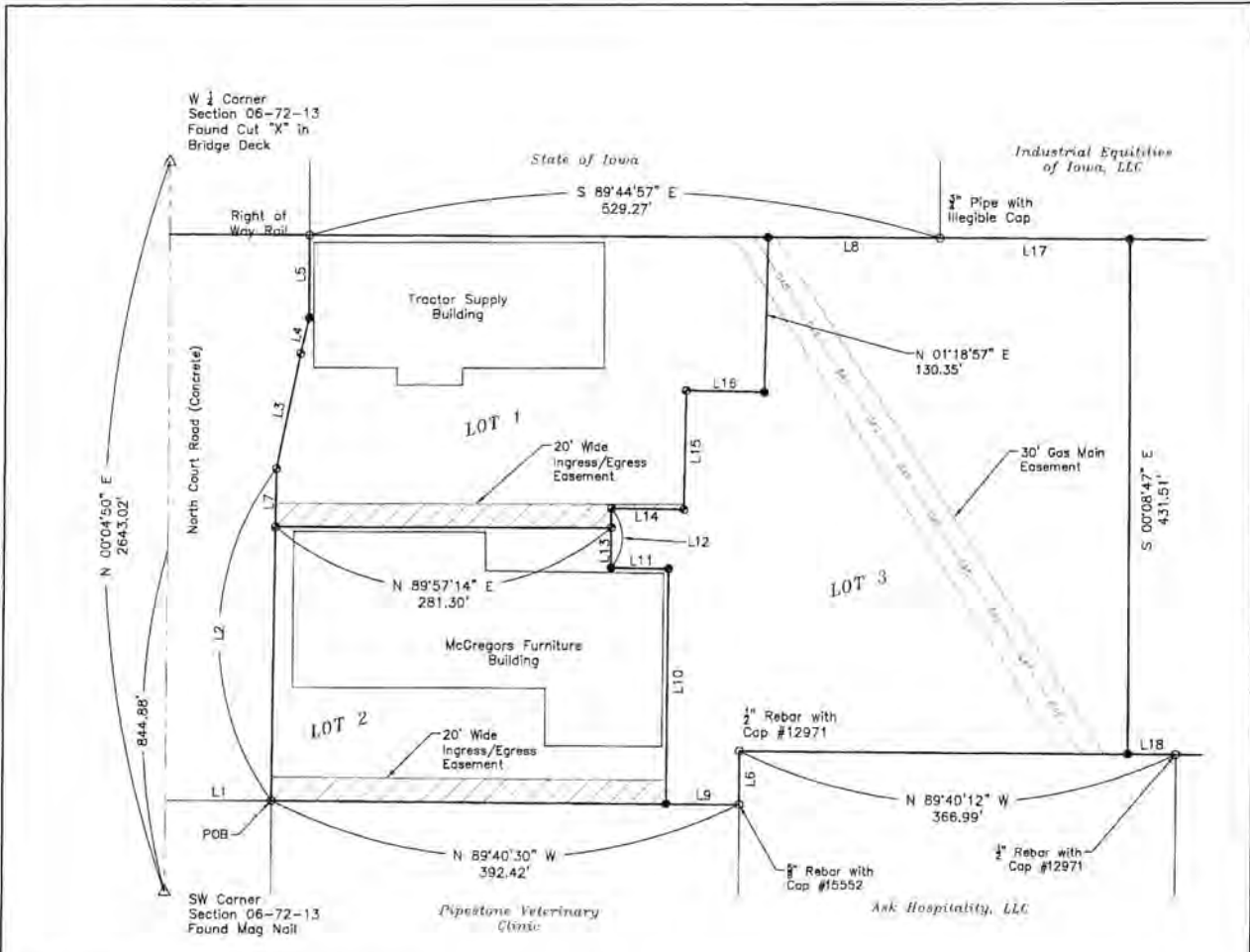
TRUE LINE DESIGN SOLUTIONS
 1701 S. Main Street, Fairfield, Iowa 52556
 641-472-9499 L.L.C.

Project Number 21-004
 Sheet 1 of 2

LEGEND:
 Found Section Corner as Noted. Δ Set Mag Nail. ●
 Found 1/2" Rebar (or as noted). ○ Section Line
 Set 5/8" x 24" Rebar w/ Cap #15552. ● Referenced Survey Dimension... (0.00 R1)

INDEX LEGEND

County: Wapello
 Section: 06 Township 72 N Range: 13 W
 Aliquot Part: SW Quarter
 Requested by: Charles Kipia
 Apparent Owners: The Kipla Company, LLC.
 Surveyor: Trevor C. Brown, P.E. & P.L.S.
 1701 South Main Street Fairfield, IA 52556
 Phone: 641-472-9499



KIPLA'S 2ND SUBDIVISION

The preceding plat is a true and correct representation of the field notes of a survey performed under my direct supervision on March 2, 2021 for the purpose of locating and marking the following described parcel of land, to-wit:

A parcel of land lying within the Southwest Fractional Quarter of Section 06, Township 72 North, Range 13 West of the Fifth Principal Meridian, Wapello County, Iowa, and more particularly described as follows:

Commencing at the Southwest Corner of the Fractional Southwest Quarter of said Section 06; thence North 00 degrees 04 minutes 50 seconds East along the West line of said Fractional Southwest Quarter a distance of 844.88 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 88.71 feet to the existing Easterly right of way line of State Highway 149, the existing Southwest Corner of the existing property owned by the Kipla Company, LLC, and the Point of Beginning; thence North 00 degrees 26 minutes 55 seconds East along said right of way line a distance of 278.61 feet; thence North 11 degrees 23 minutes 17 seconds East along said right of way line a distance of 99.45 feet; thence North 13 degrees 13 minutes 15 seconds East along said right of way line a distance of 30.88 feet; thence North 00 degrees 04 minutes 50 seconds East along said right of way line a distance of 70.00 feet to the existing North line of the existing property owned by The Kipla Company, LLC; thence South 89 degrees 44 minutes 57 seconds East along said North line a distance of 529.27 feet; thence South 89 degrees 29 minutes 17 seconds East along said North line a distance of 669.79 feet; thence North 89 degrees 51 minutes 51 seconds East along said North line a distance of 199.85 feet to the Northeast Corner of said property and the Westerly right of way line of Oak Meadows Drive; thence South 00 degrees 08 minutes 54 seconds East along said right of way line a distance of 429.50 feet to the Southeast Corner of said property; thence South 89 degrees 55 minutes 04 seconds West along the South line of said property a distance of 200.00 feet; thence North 89 degrees 44 minutes 24 seconds West along said South line a distance of 469.63 feet; thence South 89 degrees 40 minutes 12 seconds East along said South line a distance of 366.99 feet; thence South 00 degrees 04 minutes 40 seconds East along said South line a distance of 45.02 feet; thence North 89 degrees 40 minutes 30 seconds West along said South line a distance of 392.42 feet to the Southwest Corner of said property, the existing Easterly right of way line of State Highway 149, and the Point of Beginning, containing a total of 14.43 acres, more or less.

INGRESS/EGRESS EASEMENT

An easement for ingress and egress that is 20 feet wide and adjacent and parallel to the Southerly lot lines of Lot 1 and Lot 2. The sidelines of said easement terminate at the Easterly and Westerly Lot lines.



0 50' 100'
 SCALE 1" = 100'

T L DS TRUE LINE DESIGN SOLUTIONS 1315 S Main Fairfield, Iowa 52556 641-472-9499	Project Number 21-004	LEGEND: Found Section Corner as Noted _____ Δ Set Mag Nail _____ Found 1/2" Rebar (or as noted) _____ ○ Section Line _____ Set 3/8" x 24" Rebar / Cap #15552 _____ ● Referenced Survey Dimension... (00.0 RT)
	Sheet 2 of 2	

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 126-2021 - a resolution approving an application and agreement for federal assistance, Airports Coronavirus Response Grants Program

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 126-2021

DISCUSSION: The Airports Coronavirus Response Grants Program (ACRGP) provides supplemental funding to airports via the Federal Aviation Administration (FAA) as part of the Cononavirus, Aid, Relief, and Economic Security (CARES) Act. The airport received funding earlier this year and is eligible for an additional \$13,000 under the program pending approval of the City Council. Funding may be used for operational expenses. There is no grant match required under this program.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 126-2021

**RESOLUTION APPROVING AN APPLICATION AND
AGREEMENT FOR FEDERAL ASSISTANCE,
AIRPORTS CORONAVIRUS RESPONSE GRANTS PROGRAM**

WHEREAS, the federal government has approved the Airports Coronavirus Response Grant Program (ACRGP); and

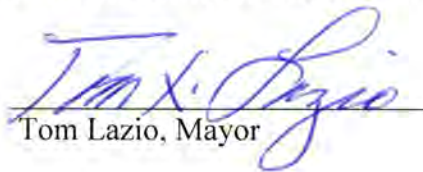
WHEREAS, the FAA has approved ACRGP grant funds in an amount up to \$13,000 for the Ottumwa Regional Airport.

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



1. The ACRGP grant application and award are hereby approved.
2. The Airport Manager is authorized to sign and accept the grant.
3. The Airport Manager is further authorized to close out this grant when completed in accordance with the grant agreement documents.

Passed and approved this 15th day of June, 2021.

CITY OF OTTUMWA, IOWA


Tom Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 15, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

Ply Rott
City Administrator Approval

AGENDA TITLE: Resolution #127-2021. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2020 RFP #4 K Avenue Patch 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 #127-2021.

DISCUSSION: K-Ave was in part funded with a RISE grant which required the City to maintain the Street for at least 20 years from the roadway opening date (9/4/2008). As part of the RISE grant program the State DOT completes periodic monitoring inspection throughout the 20 year period and makes recommendation for repairs. To address the noted deficiency an RFP was developed and let.

This project consisted of removal and replacement of approximately 230 SY of 9" PCC pavement on 6" of compacted road stone. Additional work included intake inserts and joint sealing as needed. Another item mentioned by the State is the desire or goal to continue to actively market the areas for development in the original grant application

Change Order #1 increases the contract amount by \$1,425.00 for three additional intake adjustments, bringing the total contract amount to \$30,035.50.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Source of Funds: Road Use Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #127-2021
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2020 RFP #4 K AVENUE PATCH PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on August 18, 2020 with Christy Construction of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$1,425.00. The total new contract sum is \$30,035.50. The project is now completed in accordance with the contract.

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 K Avenue Patch Project (2020 RFP #4) is hereby accepted as complete, and authorization to make final payment to Christy Construction of Ottumwa, Iowa in the amount of \$2,855.53 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of June, 2021.

CITY OF OTTUMWA, IOWA



Tom X Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: RFP #4 K-Ave Repairs

To Contractor: CHRISTY CONST.

Change Order Number: 1

The Contract is changed as follows:

Three Additional Intake Adjustment

9-Jun-21
\$1,425.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
Total: \$1,425.00

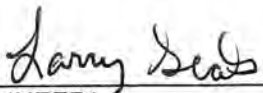
Base bid amount \$28,610.50

NEW PROJECT TOTAL \$30,035.50

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	\$28,610.50
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this change order	\$28,610.50
The Contract Sum will be <u>increased</u> by this change order in the amount of	\$1,425.00
The new Contract Sum including this change order	\$30,035.50
The Contract Time will be <u>unchanged</u> by	0 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

6-10-2021

DATE

CHRISTY CONST.
CONTRACTOR


BY

June 9-2021

DATE
Owner

TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: RFP #4 K-Ave Repairs

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: CHRISTY CONST.

PAY PERIOD: 9-Jun-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$28,610.50</u>
2. Net change by Change Orders	<u>\$1,425.00</u>
3. Contract Sum to Date (Line 1 + Line 2)	<u>\$30,035.50</u>
4. Total Completed and Stored to Date	<u>\$30,035.50</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$30,035.50</u>
7. Less Previous Payments	<u>\$27,179.97</u>
8. Current Payment Due	<u>\$2,855.53</u>

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: Christy Construction
BY: [Signature]

DATE: June 9-2021
TITLE: owner

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.

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$2,855.53
DATE: 6-10-2021

RFP #4 K-Ave Repairs

Final

6/9/2021

ITEM	DESCRIPTION	CHRISTY CONST.			AS BUILT			QUANTITY		% OF CONTRACT
		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT	
1	Intake Adjustment, Minor SW-501 Reuse Frame and Grates	EA	9	\$475.00	\$4,275.00	12	\$5,700.00	\$1,425.00	133.33%	
2	Full Depth Patch	SY	230	\$89.35	\$20,550.50	230	\$20,550.50	\$0.00	100.00%	
3	Removal of Pavement	SY	230	\$11.00	\$2,530.00	230	\$2,530.00	\$0.00	100.00%	
4	Traffic Control	LS	1	\$1,255.00	\$1,255.00	1	\$1,255.00	\$0.00	100.00%	
5								\$0.00		
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										

TOTAL \$28,610.50

ASBUILT TOTAL

\$30,035.50

\$1,425.00

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 15, 2021

Alicia Bankson

Prepared By

Larry Seals

Department Head

Engineering Department
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #128-2021. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the Ottumwa Street 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 #128-2021.

DISCUSSION: This project consisted of 430' of Full Depth, Full Width, PCC Reconstruction including water main replacement and relocation. The project included the installation of four intakes and a separate storm line that will connect into the Phase IV sewer project. This section of Ottumwa Street is the primary access to the Washington Apartment Complex.

Upon further review Ottumwa Water Works requested that we add by change order an additional 578 LF of water main extending the main to North Wapello Street. This change increased the contract amount by \$40,957.20. This increases OWW responsibility from the bid amount of \$55,573 to \$96,530.20

The developer for Washington Apartments (TWG Development) has contributed \$45,000 for reconstruction. Ottumwa Water Works will reimburse the City for the cost of water main installation.

Change Order #1 increases the contract sum by \$35,141.82 for added water main, boring for additional water main and quantity adjustments.

Original Contract Amount	\$249,410.00
Change Order #1	<u>\$ 35,141.82</u>
New Contract Amount	\$284,551.82
Less Previous Payments	<u>\$236,823.12</u>
Final Amount Due	\$ 47,728.70

Source of Funds: CIP/ESRP

Budgeted Item: Yes

Budget Amendment Needed: Yes

		Final Amounts
OWW for water main	\$ 68,500	\$ 96,530.20
TWG Development funds received	\$ 45,000	\$ 45,000
CIP Budget	<u>\$154,000</u>	<u>\$143,021.62</u>
Total	\$267,500	\$284,551.82

Source of Funds: CIP/ESRP

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #128-2021

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE OTTUMWA STREET RECONSTRUCTION PROJECT.

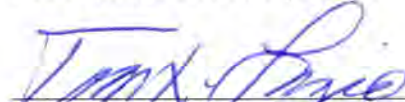
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on March 3, 2020 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract sum by \$35,141.82 for the added water main, boring for additional water main and quantity adjustments.

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 Ottumwa Street Reconstruction is hereby accepted as complete and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$47,728.70 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of June, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: OTTUMWA STREET RECONSTRUCTION To Contractor: DC CONSTRUCTION

Change Order Number: 1

The Contract is changed as follows:

	25-May-21
Added Water Main to Project	
Quantity Adjustments-See Tab Sheet	<u>\$32,768.54</u>
Working Days- 14 @ \$200/day	<u>-\$2,800.00</u>
Install Tapping Sleeves/Valves-Air relief valve	<u>\$550.00</u>
Price Adjust to bore additional water main \$8 x 577.91'	<u>\$4,623.28</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	\$35,141.82

Base bid amount \$249,410.00

NEW PROJECT TOTAL \$284,551.82

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$249,410.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$249,410.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$35,141.82</u>
The new Contract Sum including this change order	<u>\$284,551.82</u>
The Contract Time will be <u>increased</u> by	<u>20</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

Darryl Seals
ENGINEER/
DIRECTOR OF PUBLIC WORKS

6-10-2021
DATE

DC CONSTRUCTION
CONTRACTOR

6/2/2021
DATE

David Coffman
BY

Co-Owner
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: OTTUMWA STREET RECONSTRUCTION PAY REQUEST NO. 5
Final

FROM CONTRACTOR: DC CONSTRUCTION

PAY PERIOD: 25-May-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$249,410.00
2. Net change by Change Orders	\$35,141.82
3. Contract Sum to Date (Line 1+ Line 2)	\$284,551.82
4. Total Completed and Stored to Date	\$284,551.82
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$284,551.82
7. Less Previous Payments	\$236,823.12
8. Current Payment Due	\$47,728.70

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: DC Concrete & Construction DATE: 6/2/2021

BY:  TITLE: CP - Owner

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.


ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$47,728.70

DATE: 6-10-2021

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 129-2021: A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO 1378 BLUEGRASS ON RESOLUTION NO. 284-2018.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 129.2021.

DISCUSSION: In the summer of 2018, the City contractor mowed tall grass and cut tall weeds at 1378 Bluegrass. The City also issued a municipal infraction for tall grass and incorrect outdoor storage. In settling the municipal infraction case, the City Attorney entered an application to dismiss the citation at the property owner's cost. That application stated that property owner had

Source of Funds:

Budgeted Item: Budget Amendment Needed:

mowed the grass. That application to dismiss made no mention of the City mowing the grass and made no arrangement for recuperation of the City's costs. The citation was dismissed.

The applicant did not pay the original mowing fees and those fees were assessed to the property by Resolution No. 284-2018. Since adopting Resolution No. 284-2018, the assessment has accumulated \$82.00 in interest and \$5.00 in administrative costs. The total assessment stands at \$407.00. If the assessment stands and is not paid before June 22, 2021, the property will go to tax sale.

Because of the language in the application to dismiss and because of the property owner's insistence that former staff member made assurances the assessment would be removed, staff recommends removing the assessment.

RESOLUTION NO. 129-2021

A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO 1378 BLUEGRASS ON RESOLUTION NO. 284-2018.

WHEREAS, Resolution No. 284-2018 included an assessment for delinquent mowing fess for 1378 Bluegrass in the amount of \$320.00; and

WHEREAS, since adopting Resolution No. 284-2018, this assessment as accumulated \$82.00 in interest and \$5.00 in administrative costs; and

WHEREAS, the City Attorney entered into the record of the Iowa District Court for Wapello County an application to dismiss citation #CICI005915 which stated that the defendant, the property owner at 1378 Bluegrass, cut the weeds and grass; and

WHEREAS, the application to dismiss citation #CICI005915 made no mention of the City contractor mowing the grass and made no mention of assessing costs for mowing; and

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


That the special assessment for 1378 Bluegrass in the amount of \$320.00 plus interest and administration costs be removed from Resolution No. 284-2018.


Approved, passed and adopted this 15th day of June 2021.

CITY OF OTTUMWA, IOWA

BY 
Tom Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk





[CITY OF]
O T T U M W A

June 16, 2021

Wapello County Treasurer
Wapello County Courthouse
101 W Fourth
Ottumwa, IA 52501

RE: Res No. 129-2021 – Removing a special assessment applied to 1378 Bluegrass from Resolution No. 284-2018.

The assessment applied to:

NAME	Mark E Marrs
ADDRESS	1378 Bluegrass Rd.
TRACT NO.	25
PARCEL #	007417560010000
LEGAL DESCRIPTION	PT SE BG NECOR SE/W ALG NLN SE725'-BG/W 100/S265/E100/N265BG SUBJ TO RD ON N
DELINQUENT MOWING FEES	\$320
ADMIN CHARGE	\$5
INTEREST	\$82
TOTAL CHARGE TO REMOVE	\$407

Resolution No. 129-2021 removes the special assessment applied to this property through Resolution No. 284-2018.

Please let me know should you require anything addition to complete this request.

Thank you!

Sincerely,

Christina Reinhard
City Clerk

Enclosures

Cc: Kala Mulder, Director of Finance

STATEMENT OF TAXES

Laurie L. Fountain
 Wapello County Treasurer
 101 W Fourth St
 Ottumwa, IA 52501-2518 (641) 683-0040
 wapcotreas@wapellocounty.org

Date 06/08/2021

Entity#: 428320
 Name: Marrs, Mark E
 Marris, Angela K
 Address: 15929 Eddyville Rd
 City: Ottumwa, IA 52501

Statement amounts reflect calculation through end of 6/2021

Receipt Key Dist Parcel/V.I.N.	1st Tax 2nd Due	Interest Due	Drainage INT Due	Cost	Total Due
2019/2020-90-00051-01	320.00	82.00		5.00	
400- 00741-756-0010-000					407.00
1378 BLUEGRASS RD OTTUMWA - OTTUMWA WEED RES#284-2018					

Acre:	.00	Tax Due:	320.00
		Interest Due:	82.00
		Drainage Interest Due:	
		Cost/Admin. Due:	5.00
		Grand Total Due:	407.00
		Total Consolidated Tax:	407.00

RESOLUTION NO. 284-2018

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2018 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2018, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

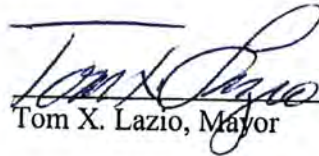
WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2018 are attached and made a part of this resolution.


NOW, THEREFORE BE IT RESOLVED THAT the attached 2018 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 18th day of December, 2018

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk

2018 ASSESSED MORTGAGE FEES

ALLISON ST 313 LOT 77	MERRIE JOHNSON	007416170080000	BLAKE PARK HEIGHTS LOT 77	\$650.00
ALLISON ST 313 LOT 78	MERRIE JOHNSON	007416170081000	BLAKE PARK HEIGHTS LOT 78	\$650.00
BENTON ST N 216	JOHN F OVERMAN	007414070011000	SUMMERS SUB DIV SW 18' LOT 5 (216 N BENTON ST)	\$245.00
BENTON ST N 314	DENNIS W/NANCY R MOSS	007414070014000	SUMMERS SUB LOT 8 (314 N BENTON ST)	\$315.00
BENTON ST N 318	DENNIS W/NANCY R MOSS	007414040015000	SUMMERS ADD PT LTS 10,14,15 CM INTER HOLT&BENTON STS/S226 .5 AS IN BK466PG813	\$515.00
BLUEGRASS RD 1378	MARK E MARRS	007417560010000	PT SE BG NECOR SE/W ALG NLN SE725'-BG/W 100/S265/E100/N265BG SUBJ TO RD ON N	\$320.00
BOONE AVE 614	DAVID E MILLER	007416100020000	J J MC COY-BAKERS 4TH ADD LOT 37 (614 BOONE)	\$500.00
BURRHUS AVE 308	DONNA BOSLEY	007417210042000	R S SMITH 5TH PT L93 BLK 31 BG104.61 SE NW COR L93/SE 43.50/ S92.85/W43.5/N97BEG ALSO DESCRIBED AS: PT LOT 93 BLK 31 R S SMITH'S 5 BEG AT PT ON N LN SD LOT 106.4 1' SE OF NW COR SD LOT/R ANGLES THERETO S 97' TO S LN OF SD LOT/W ALN SD S LN 43.50'/N 97' TO P.O. B.	\$260.00
BRYAN RD 327	MANLEY C THOMPSON	007413060008000	BRYANS IREGG SURVEY LOT 5 & SE 25' LOT 6 (327 BRYAN RD)	\$260.00
CHERRY ST S LOT 8	MALLORICK INVESTMENTS LLC	007410120168000	BLAKES ADD LOT 8 BLK 17 (VAC LOT-S CHERRY)	\$650.00
CHERRY ST N 224	TERESA TORRES	007410120097000	BLAKES ADD LOT 6 BLK 11 (224 N CHERRY)	\$260.00
CHESTER AVE 1315	NATIONSTAR MORTGAGE LLC	007417540118000	E 60' OF W 116.75' OF A.L. 10 SE SW SEC 26-72-14 (1315 CHESTER)	\$260.00
CLARENCE ST 325	HAROLD KEMPF	007413500034000	HIGHLAND PARK ADD LOT 37; E 10' VACATED VALLEY ST ADJ ON W	\$650.00
CLARENCE ST 331	LOREDO RANGEL MARGARITO	007413500035000	HIGHLAND PARK ADD. L738 & E1/2 VACATED VALLEY ST ABUTTING(331 CLARENCE)	\$260.00
CLAY ST N VACANT LOT	CARLUS & ROSALIE ALLMAN	007414060030000	SUMMERS 3RD ADD LOT 9 EX THE E 15' (VAC LOT ON CLAY)	\$650.00
CLEM ST 209	JOHN OVERMAN	007414070001000	SUMMERS SUB NE 50' LOT 1 (209 CLEM)	\$260.00
COLLEGE ST S 112	CYNTHIA M PAGE	007411240108000	OTTUMWA ORIG NW 9' OF NE 36' LT273 BLK 19. NE36' LT274 BLK 19	\$650.00
COOPER AVES 126	KAMRYN RENEE STEPHENS	007410830047000	JANNNEY ADD LOT 26 BLK 2 (126 S COOPER)	\$245.00
COURT ST E 517	DANIEL THOMAS HARBESON	007410980020000	MAHON & PHILLIPS ADD LOT 21 (517 E COURT)	\$260.00

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

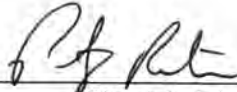
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 130-2021 - a resolution approving an application and agreement for federal assistance, AIP Grant No. 3-19-0073-023-2021, for rehabilitate Runway 4/22 & rehabilitate Taxiway B project

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 130-2021

DISCUSSION: The Federal Aviation Administration (FAA) has approved the Ottumwa Regional Airport's requested projects to rehabilitate Runway 4/22 and rehabilitate Taxiway B. These projects have been approved and awarded up to a \$474,000 grant under the Airport Improvement Program (AIP) pending approval of the City Council.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 130-2021

RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR FEDERAL ASSISTANCE, AIP GRANT NO. 3-19-0073-023-2021, FOR REHABILITATE RUNWAY 4/22 & REHABILITATE TAXIWAY B PROJECT

WHEREAS, the Federal Aviation Administration (FAA) has approved the Rehabilitate Runway 4/22 & Rehabilitate Taxiway B Project for the Ottumwa Regional Airport; and

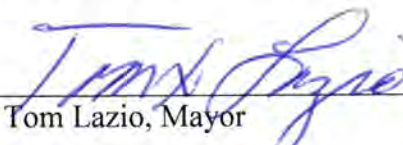
WHEREAS, the FAA has approved Airport Improvement Program (AIP) grant funds in an amount up to \$474,000 for the Project.

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


1. The FAA AIP grant application and award are hereby approved.
2. The Airport Manager is authorized to sign and accept the grant.
3. The Airport Manager is further authorized to close out this grant when completed in accordance with the grant agreement documents.

Passed and approved this 15th day of June, 2021.

CITY OF OTTUMWA, IOWA


Tom Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 15, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 131-2021 - A RESOLUTION APPROVING A DOCKLESS SHARED MOTORIZED SCOOTER OPERATING AND LICENSE AGREEMENT WITH BIRD RIDES, INC. AND AUTHORIZNG THE MAYOR TO SIGN AND EXECUTE SAID AGREEMENT

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 131-2021.

DISCUSSION: Bird Rides, Inc. (Bird) seeks to operate an app-based dockless e-scooter platform in Ottumwa. The Council previously gave staff authorization to negotiate an agreement with Bird. With the input of the City's attorneys, the attached agreement was prepared. It protects the City's interests and the safety and security of citizens and property by setting enforceable

Source of Funds:

Budgeted Item: Budget Amendment Needed:

expectations about operation and parking. It also includes strong language about liability. This agreement would become effective after the final passage and publication of an ordinance establishing regulations for operating e-scooters within the City. The agreement is valid for one year and could be extended upon mutual agreement.

RESOLUTION NO. 131-2021

A RESOLUTION APPROVING A DOCKLESS SHARED MOTORIZED SCOOTER OPERATING AND LICENSE AGREEMENT WITH BIRD RIDES, INC. AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE SAID AGREEMENT

WHEREAS, Bird Rides, Inc. (Bird) operates an app-based platform for renting dockless electric scooters; and

WHEREAS, Bird seeks to provide this service within the City of Ottumwa; and

WHEREAS, City Staff and Bird have negotiated a Dockless Shared Motorized Scooter Operating and License Agreement; and

WHEREAS, this agreement protects the interests and security of citizens by setting enforceable expectations regarding parking, operation and liability; and

WHEREAS, this agreement would commence upon the passage and publication of an ordinance establishing regulations for electric scooters within the City of Ottumwa;

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

That the City Council approves the Dockless Shared Motorized Scooter Operating and License Agreement; and

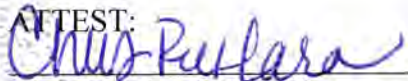
That the City Council authorizes the Mayor to sign and execute said agreement.

Approved, passed and adopted this 15th day of June 2021.

CITY OF OTTUMWA, IOWA

BY 
Tom Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk

DOCKLESS SHARED MOTORIZED SCOOTER OPERATING AND LICENSE
AGREEMENT

This Operating and License Agreement (“Agreement”) is made this ____ (day) of _____ (month) 2021, by and between the City of Ottumwa, Iowa (“City”) and Bird Rides, Inc. (“Bird”).

RECITALS

WHEREAS, a goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility; and

WHEREAS, shared micro-mobility devices, such as electric scooters, are a component to help the City achieve its transportation and environmental goals and the City desires to make electric scooter share services available to residents, those who work in the City, and visitors; and

WHEREAS, Bird is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate an electric scooter share program within the City; and

WHEREAS, Bird shall abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide electric scooter share services; and

WHEREAS, Bird possesses technology in its electric scooter fleet such that electric scooters may be locked and opened by Bird customers with a mobile application and tracked to assist operations and maintenance.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Use of City Property. City authorizes Bird to use the City right-of-way for the purposes set forth in Section 2 of this Agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.

2. Permitted Use. Bird customers may use the City right-of-way solely for parking of electric scooters owned and operated by Bird. Bird shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.

a. Use of the City right-of-way, and Bird's operations within the City, shall, at a minimum: (1) not adversely affect City Property or the City's streets, roadways, bike lanes, or sidewalks; (2) not adversely affect the property of any third parties; (3) not inhibit pedestrian or vehicular movement within the City right-of-way or along other property or rights-of-way owned

or controlled by the City and (4) not create conditions which are a threat to public safety and security.

b. Upon termination of this Agreement by either party, Bird shall, at its sole cost and expense, remove its property from the public right-of-way within seven (7) days of the date of termination.

c. Bird shall not introduce additional mobility devices, other than electric scooters, without first receiving City approval.

3. Electric Scooter Parking.

a. Electric scooters may be located on the City right-of-way or other public property so long as they do not obstruct or interfere with the public's use of said right-of-way or property.

b. Electric scooters shall be parked on a sidewalk or other hard surface, in a manner that would not impede the normal and reasonable pedestrian access on a sidewalk and provides a minimum of three (3) feet of a pedestrian walkway, in compliance with the Americans with Disabilities Act.

c. Electric scooters may not be parked in a manner that would impede or obstruct vehicular traffic on a street or alley.

d. Electric scooters shall not be parked in a manner on the sidewalk that impedes or obstructs access to the following:

1. ADA parking zones;
2. Street furniture that requires pedestrian access (i.e., benches, parking meters/pay stations, bus shelters, etc.)
3. Curb ramps;
4. Entryways;
5. Driveways;
6. Sidewalk cafes or parklets;
7. Transit zones, including bus stops, shelters, passenger waiting areas and bus staging zones, except at existing bicycle racks;
8. Fire hydrants;
9. Loading zones; and
10. Landscape planting beds or other landscape materials.

e. Incorrectly parked electric scooters shall be moved within four (4) hours of notice from the City to Bird. Bird shall provide the name, telephone number, and email of a person or persons to be available to receive and respond to complaints 24 hours a day, 7 days a week.

f. The City may remove an electric scooter from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify Bird and Bird must respond within two (2) hours of contact from the City during normal business hours defined as 8:00AM to 6:00PM Monday through Friday or within ten (10) hours outside of normal business hours. If the City must remove an electric scooter, Bird shall be charged a relocation fee of \$35.00.

g. Bird will work with the City to identify designated parking locations in safe areas, and to explore incorporating no-parking zones within the Bird app. Priority areas for geo-fencing to establish zones where electric scooters are not allowed to be operated are highways. Priority areas for geo-fencing to establish zones where electric scooters are not to be parked are residential neighborhoods, industrial parks and highways. Bird will cooperate with the City to establish effective geo-fencing in these areas.

4. Loss or Damage: City assumes no liability for loss or damage to Bird's electric scooters or other property. Bird agrees that City is not responsible for providing security at any location where Bird's electric scooters are stored or located, and Bird hereby waives any claim against City in the event Bird's electric scooters or other property are lost or damaged.

5. Customer Safety: Bird shall include images and texts within the Bird app and website of how to properly ride and park electric scooters, as well as the age limitation (18 years or older) for riding Bird electric scooters. Bird shall require a valid driver's license per electric scooter rented, in order to help prevent use of electric scooters by minors. Bird shall limit the motorized-assisted speed of electric scooters to no more than 15 miles per hour. Bird may coordinate with the City and local partners to encourage and promote helmet usage.

6. Maintenance of Electric Scooters. Bird shall maintain its electric scooters in a good working manner. In the event a safety or maintenance issue is reported for a specific electric scooter, that electric scooter shall be made unavailable to users and shall be removed within four (4) hours of notice from the City or user to Bird. Any inoperable or unsafe electric scooters shall be repaired before it is placed back in service. City shall not have any obligations with regards to the maintenance of Bird's electric scooters.

7. Maintenance and Care of City Property: Bird expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of Bird's use of City Property. Should Bird fail to repair, replace or otherwise restore such real or personal property, Bird expressly agrees to pay City's costs in making such repairs, replacements or restorations.

8. Fleet Size Limit: Bird shall maintain a fleet of no more than 100 electric scooters. Electric scooters shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Bird may request to increase the fleet limit, which the City Administrator may grant based on Bird's performance under this Agreement.

9. Indemnification.

a. Bird will indemnify, defend, and hold harmless the City and its elected or appointed officials, employees, agents, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this Agreement, or which are related to Bird's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Bird (including its officers, managers, employees, contractors, agents, and volunteers) or its customers, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of Bird's electric scooters, except as set forth in Section 9(b) hereof.

b. Bird will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of the negligence or willful misconduct of the City or the City's Indemnified Parties, for which Bird shall have no liability hereunder.

10. Insurance. Bird shall procure and maintain for the duration of this Agreement insurance against claims for which Bird has indemnified the City pursuant to Section 9 of this Agreement. Each insurance policy shall name the City and its elected or appointed officials, employees, agents, and volunteers as additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; (ii) for any covered claims, Bird's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of Bird's insurance and shall not contribute with it; (iii) Bird waives all rights of subrogation against City, its elected or appointed officials, employees, agents or volunteers. The insurance required to be provided herein, shall be with insurers possessing an AM Best's rating of no less than A:VII.

a. Bird shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00).

b. Bird shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of Iowa. In addition, Bird shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Iowa for all of the subcontractor's employees.

c. Bird shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Bird arising out of this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than One Million and no/100 Dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

11. Compliance with Law. Bird, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City right-of-way and the operation of its electric scooter share program, including but not limited to laws governing operation of electric scooters. If any license, permit, or other governmental authorization is required for Bird's lawful use or occupancy of City right-of-way or any portion thereof, Bird shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Bird, at no additional cost to City, such that Bird can properly comply with this Section and be allowed to use City right-of-way as specified in Section 2, above.

12. Data Sharing. Bird agrees to provide data requested by City to assist with monitoring electric scooter usage.

13. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

14. Term. This Agreement shall commence upon final passage, approval and publication of an ordinance establishing regulations for the use of electric scooters within the City of Ottumwa. The City shall provide notice of this Commencement Date to Bird. This agreement shall expire on the date that is one (1) year after the Commencement Date unless earlier terminated pursuant to Section 15, below. At the conclusion of the term, the Agreement may be extended by mutual consent of the parties, subject to any new terms agreed between the parties.

15. Termination. This Agreement may be terminated, by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 14, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.

16. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.

17. Permits. The City shall notify Bird of any local permits required, if any, of the company for its local operation.

18. Inspection of Records. Bird shall keep true and accurate records showing all trip activity and data within the City. The City shall have the right through its representatives, and at reasonable times, including any time during the one-year period following the termination of the Agreement, to view data as it relates to the number of trips taken within the City's limits.

19. Applicable Law and Venue. The laws of the state of Iowa shall govern the interpretation and enforcement of this agreement.

20. Assignment. Bird may not assign its rights under this Agreement.

21. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed electronically.

22. Notices. Any notice required to be given in writing by either party pursuant to this Agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Bird or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

(a) If to Bird: NAME/TITLE
ADDRESS

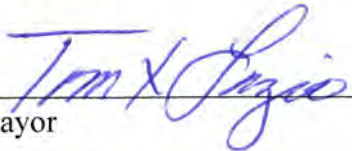
(b) If to the City: Zach Simonson
Community Development Director
105 E Third St.
Ottumwa, IA 52501

23. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Bird relative to the contracted matters herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted matters herein are superseded.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BIRD

CITY OF OTTUMWA



Mayor

Attest: 

City Clerk

01874985-1\10981-1000

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 133-2021 - A RESOLUTION OF SUPPORT FOR
HEUGERICH CONSTRUCTION'S APPLICATION FOR IOWA
ECONOMIC DEVELOPMENT WORKFORCE HOUSING TAX CREDITS

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 133-2021.

DISCUSSION: Heugerich Construction is pursuing Workforce Housing Tax Credits as part of the incentive and financing package for a 108 unit housing development. The selected site includes 10 acres zoned R-4 between Bonita and Rochester in north Ottumwa. This site would have access from Bonita.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The Workforce Tax Credit program is not an income-based program. Instead, projects qualify based on the established housing need for middle-income workers and the barrier that housing poses to economic development. The resolution states that our challenges with housing are a barrier to local business. It states support for new housing that gives local businesses the flexibility to grow and gives our economic development partners the resources necessary to bring new business and industry to Ottumwa.

This resolution does not commit the City to any additional project incentives at this time. City incentives would be subject to further Council consideration and action. The resolution does not provide site plan approval for the concept as it is submitted. Site plan approval would be subject to Plan and Zoning Commission review. The submitted drawings provide a preview of a possible design.

A detailed presentation about the Workforce Development Housing Tax Credit is available at this link: <https://www.iowaeda.com/UserDocs/2021-workforce-housing-workshop.pdf>

RESOLUTION NO. 133-2021

A RESOLUTION OF SUPPORT FOR HEUGERICH CONSTRUCTION'S APPLICATION FOR IOWA ECONOMIC DEVELOPMENT WORKFORCE HOUSING TAX CREDITS

WHEREAS, Huegerich Construction is seeking an Iowa Economic Development Workforce Housing Tax Credit to complete a 108 unit multi-family development on Bonita Ave. in Ottumwa, Iowa; and

WHEREAS, the Workforce Housing Tax Credit program provides a tax benefit and incentive for the construction of middle-income housing in communities with struggling with a shortage of quality housing; and

WHEREAS, the *Our Ottumwa 2040 Comprehensive Plan* identified a connection between housing and economic development; and

WHEREAS, the shortage of quality housing in Ottumwa poses a barrier to job grow; and

WHEREAS, new workforce housing will make Ottumwa a more attractive target for new business and give existing businesses the flexibility to grow;

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

That the City Council supports Heugerich Construction's application for Iowa Economic Development Workforce Housing Tax Credits.

Passed and adopted this 15th day of June 2021.

CITY OF OTTUMWA, IOWA

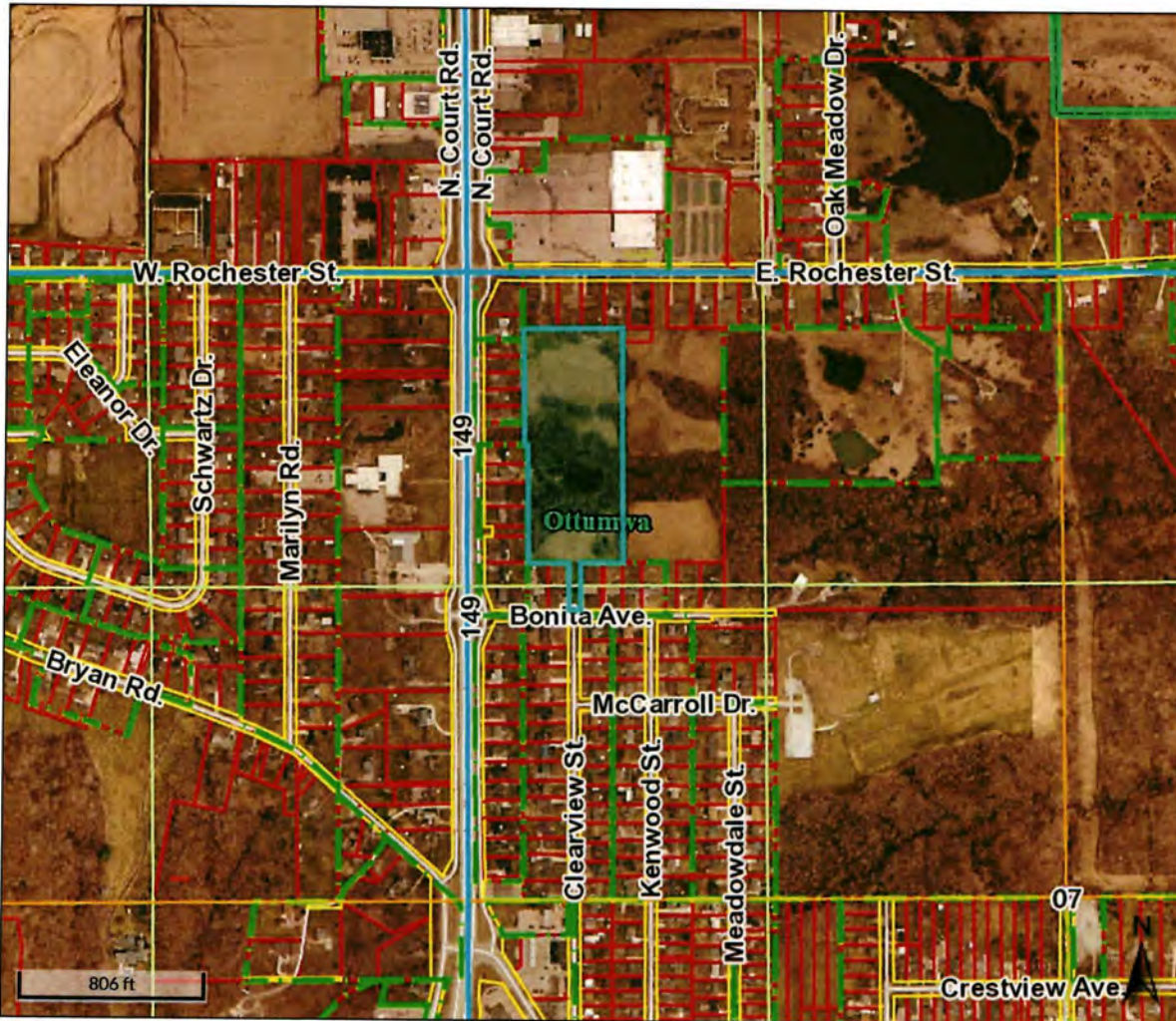
By


Tom X. Lazio, Mayor

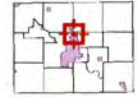
ATTEST:



Chris Reinhard, City Clerk



Overview



Legend

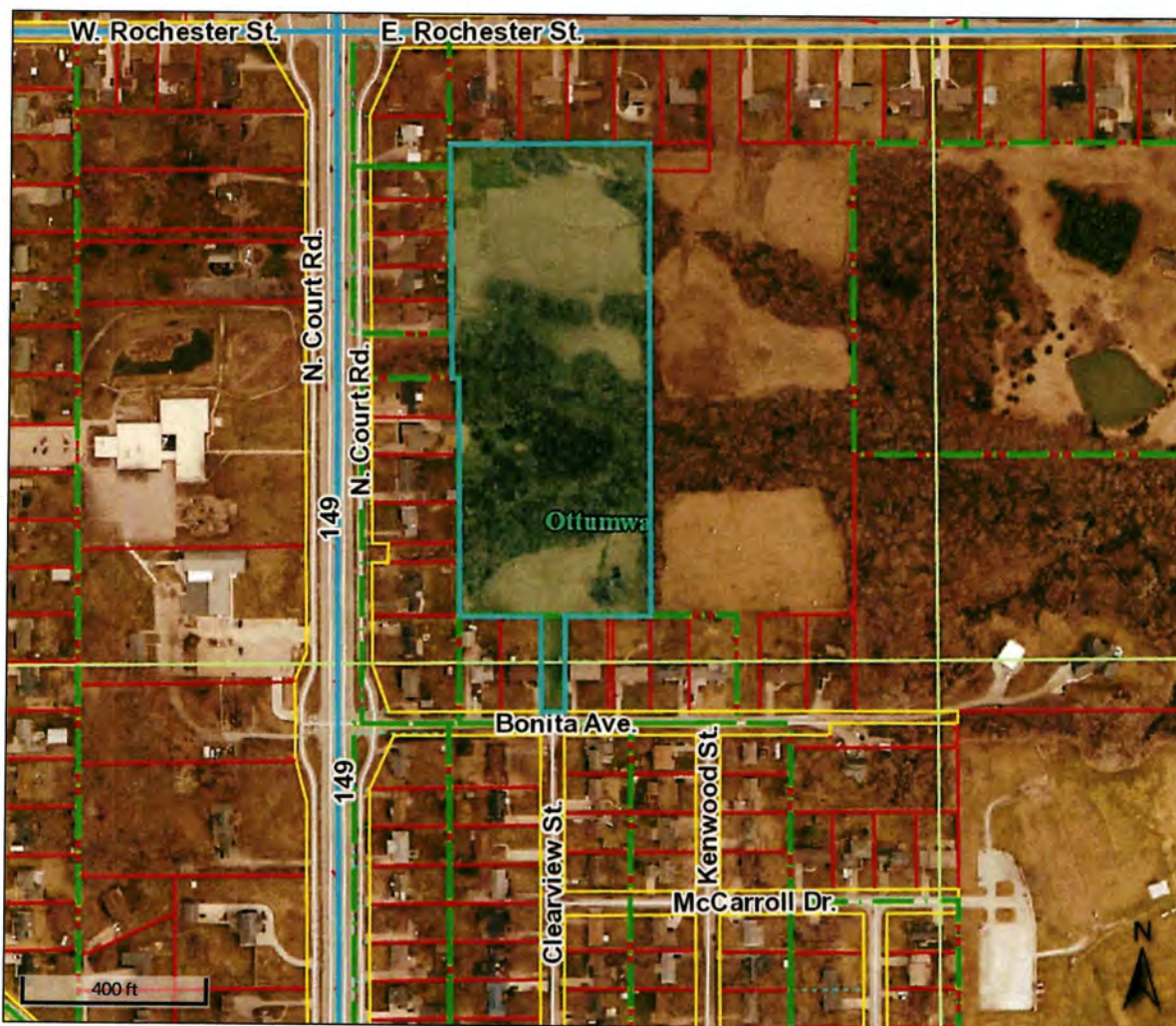
-  Easements
-  Lots
- Parcels
-  <blank>
-  <blank>
-  Subdivisions
-  City Limits
-  Parcel Symbols
-  Right-of-Way Line
- Roads
-  Sections
-  Section Center
-  Quarter Lines
-  Quarter Quarter Lines

Parcel ID	007421550123000	Alternate ID	n/a	Owner Address	TYST Holdings LLC
Sec/Twp/Rng	7-72-13	Class	A		12595 120th Ave.
Property Address		Acreage	9.89		Ottumwa, IA 52501
District	OTTUMWA CITY AG /OTTUMWASCH				
Brief Tax Description	PT NW 7-72-13 BG233' E & 233'S NWCOR NWSE /E PARL ROCHESTER RD ETC				

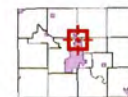
(Note: Not to be used on legal documents)

Date created: 6/10/2021
Last Data Uploaded: 6/10/2021 2:00:09 AM

Developed by  **Schneider**
GEO SPATIAL



Overview



Legend

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

Parcel ID	007421550123000	Alternate ID	n/a	Owner Address	TYST Holdings LLC
Sec/Twp/Rng	7-72-13	Class	A		12595 120th Ave.
Property Address		Acreage	9.89		Ottumwa, IA 52501
District	OTTUMWA CITY AG /OTTUMWA SCH				
Brief Tax Description	PT NW 7-72-13 BG233'				
	E & 233'S NWCOR NWSE				
	/E PARL ROCHESTER RD				
	ETC				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 6/10/2021
 Last Data Uploaded: 6/10/2021 2:00:09 AM

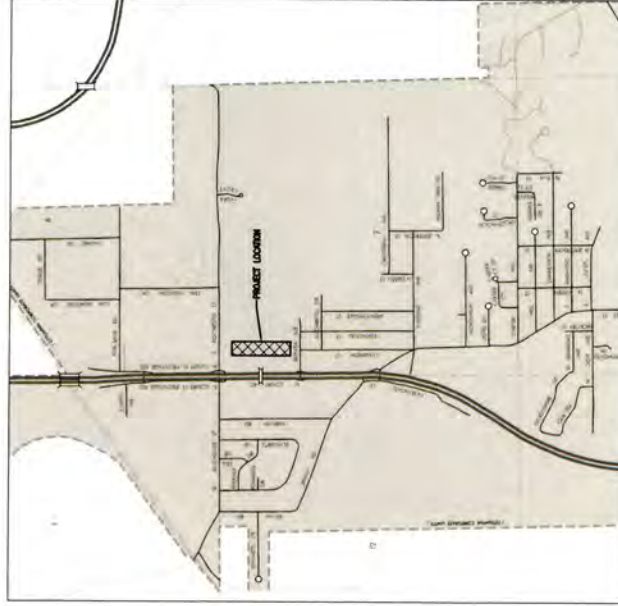
Developed by Schneider
 GEOSPATIAL

APARTMENT BUILDINGS HUEGERICH CONSTRUCTION OTTUMWA, IOWA

2021

Measure and construction work in accordance with the ILLINOIS
Standard Practice Specifications and Standard Formations.

SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	GENERAL NOTES
B.01	TYPICAL SECTIONS
B.02 - B.04	STANDARD DETAILS
D.01	SITE LAYOUT AND UTILITY PLAN
D.02	OVERALL GRADING AND SWPPP PLAN
D.03	DRIVEWAY PLAN AND PROFILE
D.04	PARKING LOT GRADING & STORM SEWER PLAN
10	TOTAL SHEETS



PRELIMINARY
NOT FOR CONSTRUCTION

Call Before You Dig
1-800-292-8989
 Call the toll-free number at least
 48 HOURS
 prior to any excavation in Iowa

© COPYRIGHT 2021 GARDEN & ASSOCIATES, LTD.
 GARDEN & ASSOCIATES, LTD. RESERVES ALL RIGHTS.
 THIS DOCUMENT IS THE PROPERTY OF GARDEN & ASSOCIATES, LTD.
 NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED
 IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
 INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN
 PERMISSION OF GARDEN & ASSOCIATES, LTD.

GARDEN & ASSOCIATES, LTD.
 ENGINEERS & SURVEYORS
 3751 2nd Avenue East, Suite 1
 808 University Ave.
 Coral Gables, FL 33134
 P.O. Box 451
 Oklahoma City, OK 73101
 Oklahoma 55277
 Dallas, TX 75201
 641.672.2091 FAX
 641.672.2091 TEL
 800.493.2524 Toll Free
 mg@gardengroups.com

APARTMENT BUILDINGS
 HUEGERICH CONSTRUCTION
 OTTUMWA, IOWA
 © COPYRIGHT 2021 GARDEN & ASSOCIATES, LTD.

SHEET NO.
 TITLE SHEET

SCALE: NO SCALE
 DRAWN BY: EVR
 APPROVED: BBU

REVISIONS:

DATE: JAN 4, 2021

PRODUCT NO.: 9011123

SHEET NO.: A.01

GENERAL SYMBOLS

- 1. NEWLY CONCRETE ROAD
- 2. ASPHALT DRIVE
- 3. ASPHALT DRIVE
- 4. ASPHALT DRIVE
- 5. ASPHALT DRIVE
- 6. ASPHALT DRIVE
- 7. ASPHALT DRIVE
- 8. ASPHALT DRIVE
- 9. ASPHALT DRIVE
- 10. ASPHALT DRIVE
- 11. ASPHALT DRIVE
- 12. ASPHALT DRIVE
- 13. ASPHALT DRIVE
- 14. ASPHALT DRIVE
- 15. ASPHALT DRIVE
- 16. ASPHALT DRIVE
- 17. ASPHALT DRIVE
- 18. ASPHALT DRIVE
- 19. ASPHALT DRIVE
- 20. ASPHALT DRIVE
- 21. ASPHALT DRIVE
- 22. ASPHALT DRIVE
- 23. ASPHALT DRIVE
- 24. ASPHALT DRIVE
- 25. ASPHALT DRIVE
- 26. ASPHALT DRIVE
- 27. ASPHALT DRIVE
- 28. ASPHALT DRIVE
- 29. ASPHALT DRIVE
- 30. ASPHALT DRIVE
- 31. ASPHALT DRIVE
- 32. ASPHALT DRIVE
- 33. ASPHALT DRIVE
- 34. ASPHALT DRIVE
- 35. ASPHALT DRIVE
- 36. ASPHALT DRIVE
- 37. ASPHALT DRIVE
- 38. ASPHALT DRIVE
- 39. ASPHALT DRIVE
- 40. ASPHALT DRIVE
- 41. ASPHALT DRIVE
- 42. ASPHALT DRIVE
- 43. ASPHALT DRIVE
- 44. ASPHALT DRIVE
- 45. ASPHALT DRIVE
- 46. ASPHALT DRIVE
- 47. ASPHALT DRIVE
- 48. ASPHALT DRIVE
- 49. ASPHALT DRIVE
- 50. ASPHALT DRIVE
- 51. ASPHALT DRIVE
- 52. ASPHALT DRIVE
- 53. ASPHALT DRIVE
- 54. ASPHALT DRIVE
- 55. ASPHALT DRIVE
- 56. ASPHALT DRIVE
- 57. ASPHALT DRIVE
- 58. ASPHALT DRIVE
- 59. ASPHALT DRIVE
- 60. ASPHALT DRIVE
- 61. ASPHALT DRIVE
- 62. ASPHALT DRIVE
- 63. ASPHALT DRIVE
- 64. ASPHALT DRIVE
- 65. ASPHALT DRIVE
- 66. ASPHALT DRIVE
- 67. ASPHALT DRIVE
- 68. ASPHALT DRIVE
- 69. ASPHALT DRIVE
- 70. ASPHALT DRIVE
- 71. ASPHALT DRIVE
- 72. ASPHALT DRIVE
- 73. ASPHALT DRIVE
- 74. ASPHALT DRIVE
- 75. ASPHALT DRIVE
- 76. ASPHALT DRIVE
- 77. ASPHALT DRIVE
- 78. ASPHALT DRIVE
- 79. ASPHALT DRIVE
- 80. ASPHALT DRIVE
- 81. ASPHALT DRIVE
- 82. ASPHALT DRIVE
- 83. ASPHALT DRIVE
- 84. ASPHALT DRIVE
- 85. ASPHALT DRIVE
- 86. ASPHALT DRIVE
- 87. ASPHALT DRIVE
- 88. ASPHALT DRIVE
- 89. ASPHALT DRIVE
- 90. ASPHALT DRIVE
- 91. ASPHALT DRIVE
- 92. ASPHALT DRIVE
- 93. ASPHALT DRIVE
- 94. ASPHALT DRIVE
- 95. ASPHALT DRIVE
- 96. ASPHALT DRIVE
- 97. ASPHALT DRIVE
- 98. ASPHALT DRIVE
- 99. ASPHALT DRIVE
- 100. ASPHALT DRIVE

GENERAL CONSTRUCTION NOTES

1. PROJECT SHALL INCLUDE ALL WORK NECESSARY FOR THE INSTALLATION OF SANITARY SEWER, WATER MAIN, STORM SEWER, AND GAS MAINS IN ACCORDANCE WITH THE CITY OF OTTAWA STANDARDS AND THE CITY OF OTTAWA SPECIFICATIONS.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF OTTAWA STANDARDS AND THE CITY OF OTTAWA SPECIFICATIONS.
3. COORDINATE WITH ALL OTHER CONTRACTORS INVOLVED IN THIS PROJECT.
4. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
5. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
6. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
7. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
8. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
9. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
10. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
11. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
12. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
13. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
14. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
15. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
16. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
17. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
18. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
19. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
20. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
21. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
22. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
23. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
24. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
25. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
26. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
27. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
28. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
29. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
30. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
31. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
32. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
33. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
34. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
35. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
36. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
37. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
38. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
39. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
40. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
41. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
42. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
43. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
44. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
45. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
46. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
47. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
48. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
49. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
50. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
51. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
52. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
53. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
54. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
55. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
56. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
57. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
58. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
59. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
60. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
61. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
62. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
63. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
64. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
65. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
66. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
67. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
68. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
69. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
70. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
71. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
72. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
73. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
74. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
75. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
76. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
77. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
78. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
79. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
80. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
81. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
82. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
83. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
84. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
85. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
86. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
87. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
88. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
89. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
90. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
91. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
92. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
93. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
94. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
95. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
96. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
97. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
98. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
99. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
100. VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.

GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS
1701 3rd Avenue East, Suite 101
Ottawa, Ontario K1G 3H7
Tel: (613) 237-1111
Fax: (613) 237-1112
www.garden.ca

APARTMENT BUILDINGS
HUEGERICH CONSTRUCTION
OTTUMWA, IOWA
© Copyright 2011 GARDEN & ASSOCIATES LTD.

SHEET TITLE GENERAL NOTES	
SCALE	AS SHOWN
DRAWN BY EVR	
APPROVED BY BILL	
REVISED	
DATE JUNE 4, 2011	
PROJECT NO. 9011121	
SHEET NO. A.02	

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OTTAWA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE USABLE LOCATION OF ALL UTILITIES INCLUDING SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONCRETE FINISHES IN ACCORDANCE WITH SECTION 11.02 OF THE SPECIFICATIONS. WORK FOR CONCRETE FINISHES IS INCIDENTAL TO PAVEDMENT CONSTRUCTION. ALL SUBSISTANCE DAMAGE TO UTILITIES SHALL BE REPAIRED OR REPLACED IN THE CONTRACTOR'S OWNERSHIP. ALL UTILITIES NOT SHOWN ON THIS DRAWING SHALL BE REPAIRED OR REPLACED IN THE CONTRACTOR'S OWNERSHIP. ALL UTILITIES NOT SHOWN ON THIS DRAWING SHALL BE REPAIRED OR REPLACED IN THE CONTRACTOR'S OWNERSHIP.

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.01 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.02 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.03 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.04 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.05 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.06 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.07 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

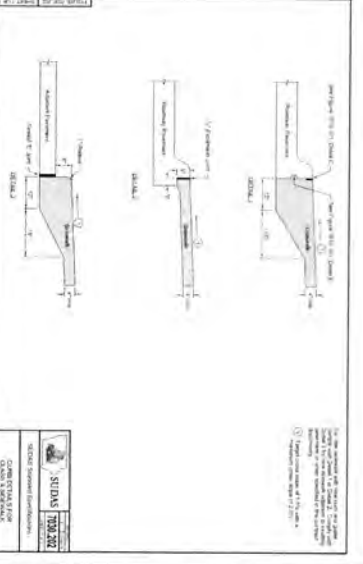
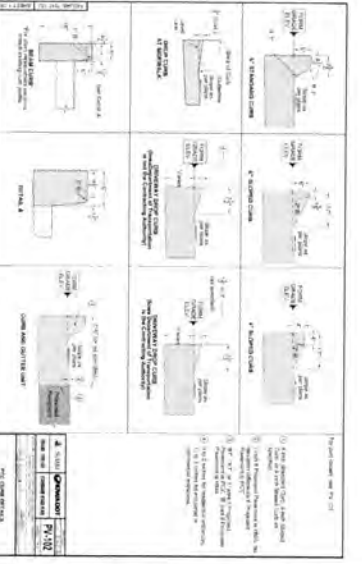
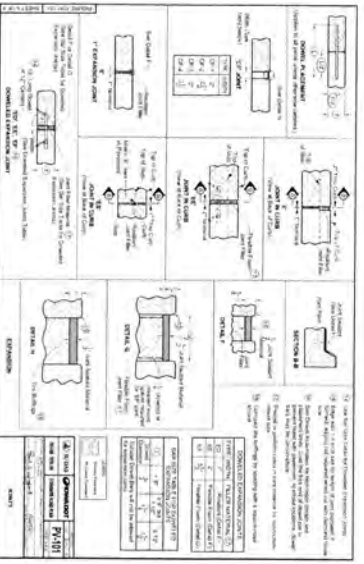
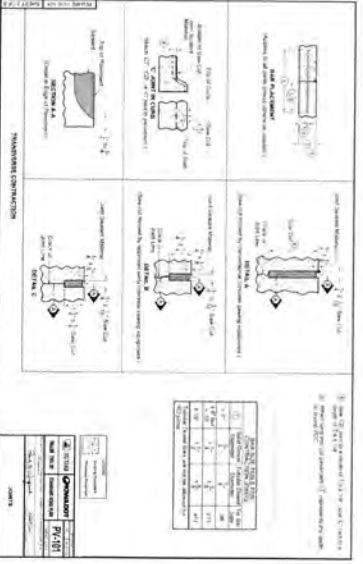
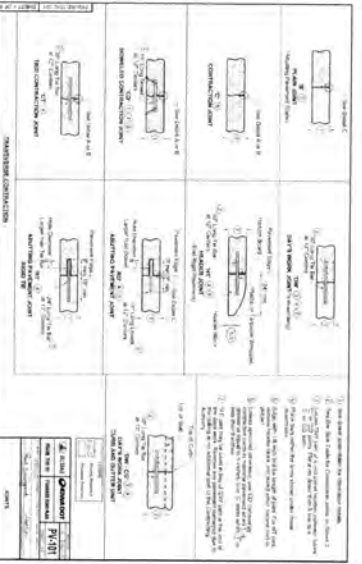
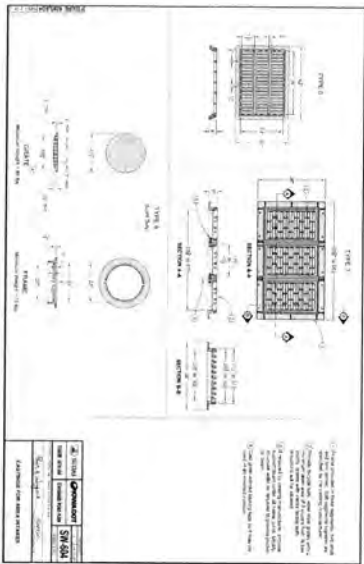
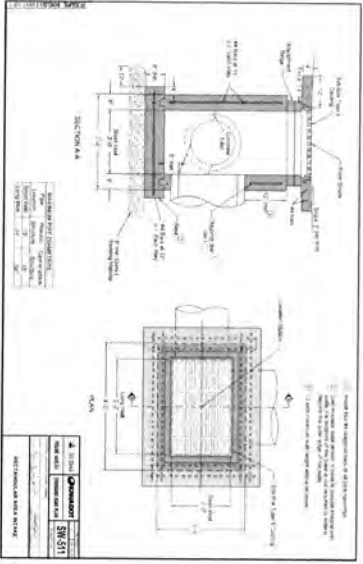
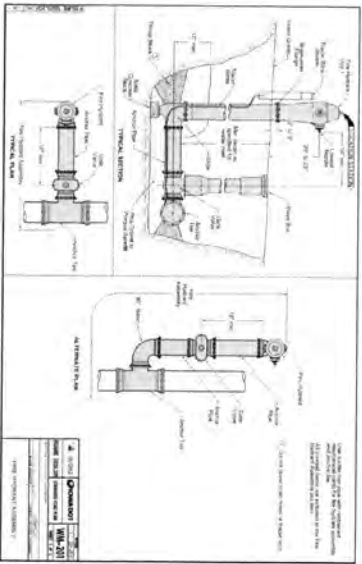
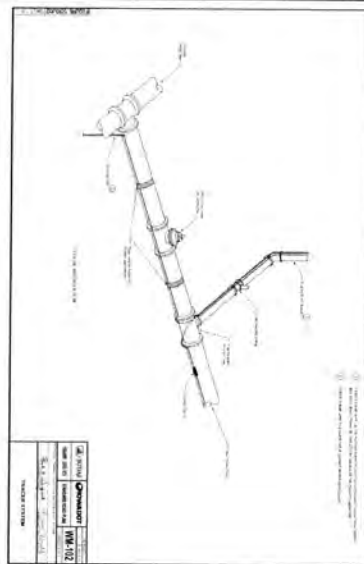
SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.08 SHEET B.02

MECHANICAL AIRWAYS AND DUCTS

SECTION 400.255
 MECHANICAL AIRWAYS AND DUCTS

FIGURE B.02.09 SHEET B.02



GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS

1701 2nd Avenue East, Suite 1
 P.O. Box 451
 Ottumwa, Iowa 52577
 641.672.2526 Phone
 641.672.2091 Fax

805 Wyoming Ave.
 Creston, Iowa 50801
 641.792.4005 Phone
 641.792.4118 Fax

600.891.2524 Iowa Toll Free
 email@gardensurveyors.net

APARTMENT BUILDINGS
HUEGERICH CONSTRUCTION
OTTUMWA, IOWA

SCALE: 1/4" = 1'-0"

DATE: 08/14/2012

PROJECT NO.: 0921133

SCALE: 1/4" = 1'-0"

DR: JMM

CHK: JMM

APP: JMM

DESIGNER: JMM

SCALE: 1/4" = 1'-0"

DATE: 08/14/2012

PROJECT NO.: 0921133

SCALE: 1/4" = 1'-0"

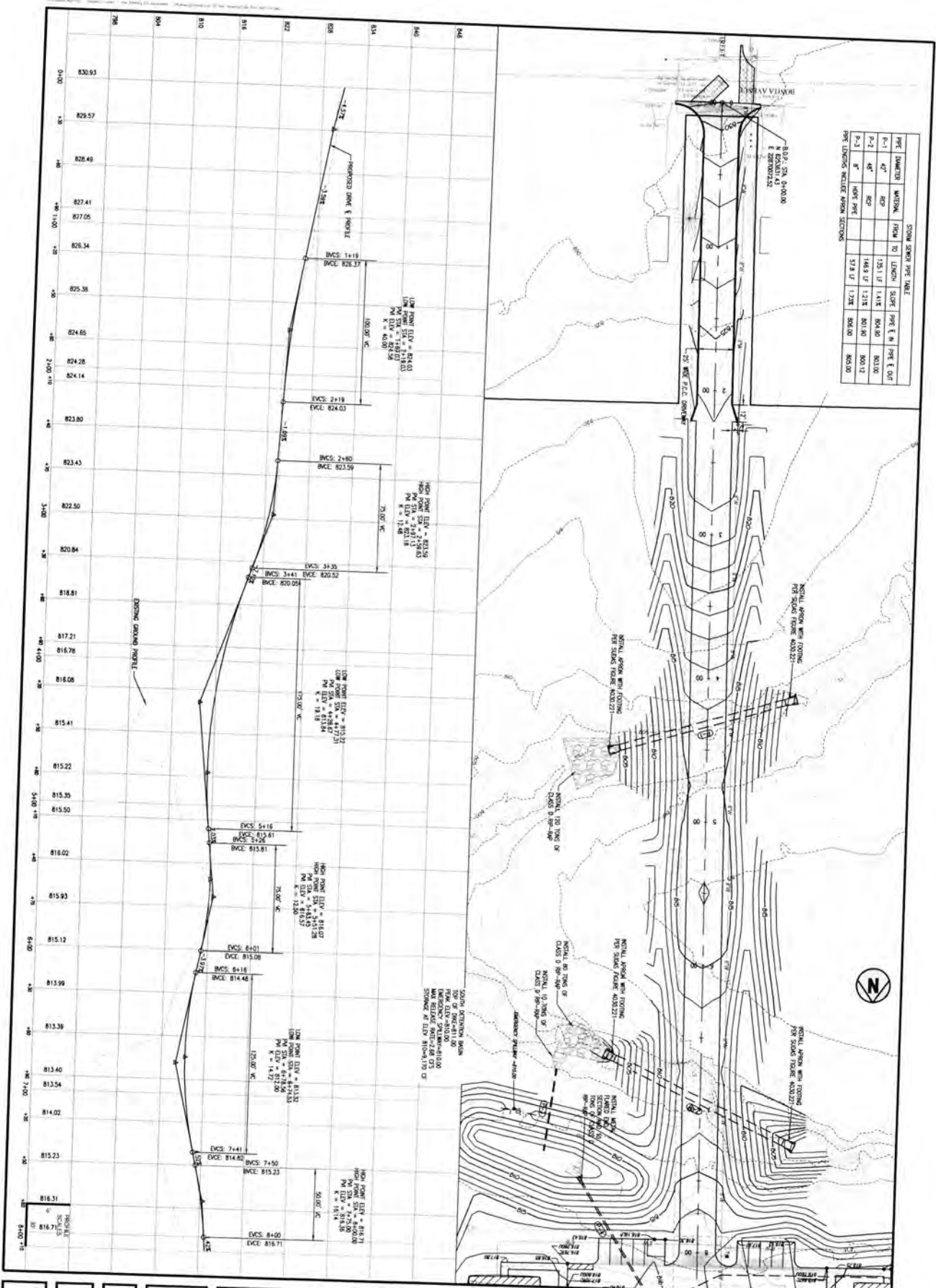
DR: JMM

CHK: JMM

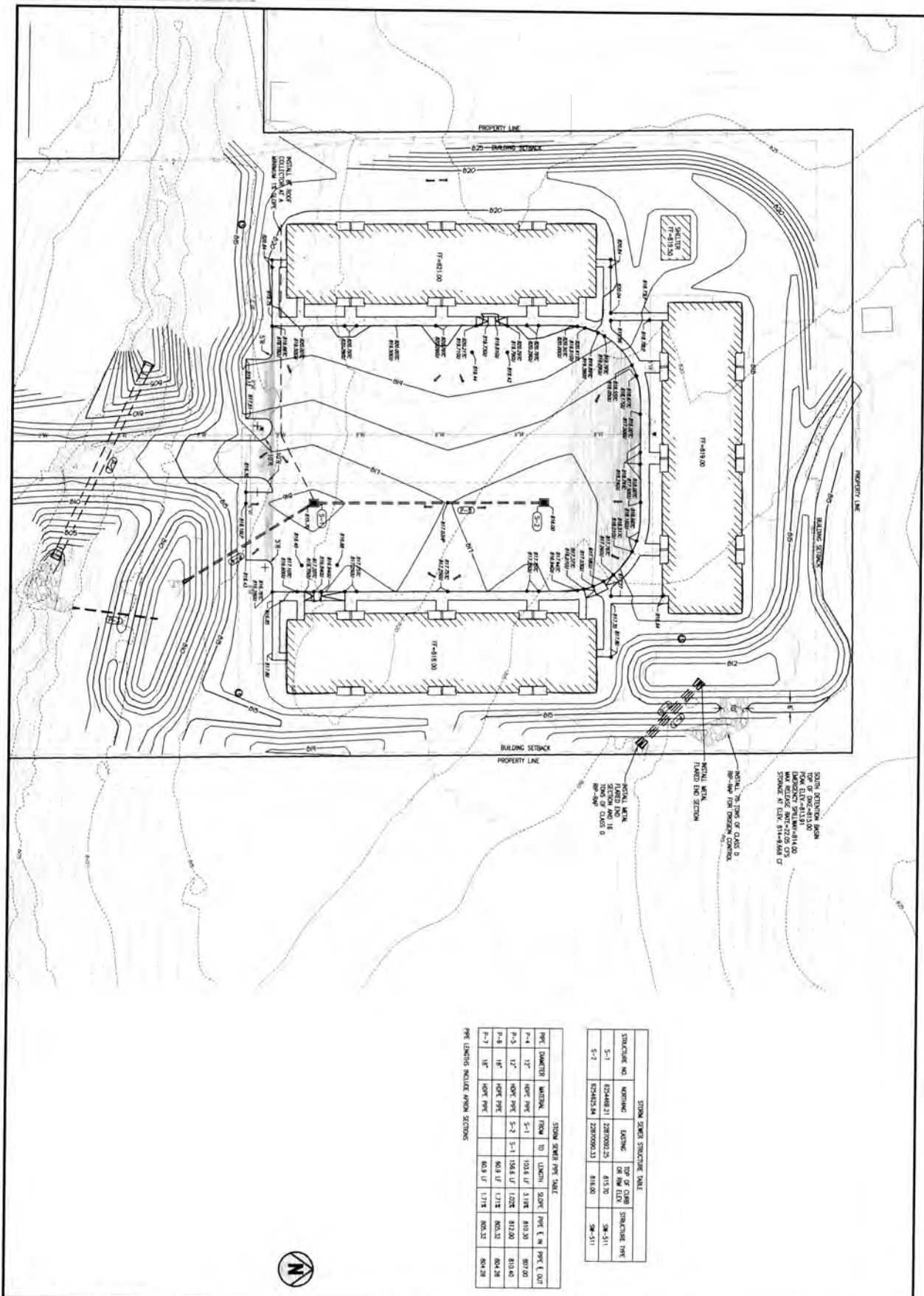
APP: JMM

DESIGNER: JMM

STATION POINTS PER TABLE			
PERF. NUMBER	WIDTH	FROM TO	LENGTH
P-1	42"	829.57	1.251 LF
P-2	48"	829.57	1.414 LF
P-3	60"	829.57	1.714 LF
		PERF. E. IN	PERF. E. OUT
		800.00	800.00
		800.00	800.00
		800.00	800.00
PIPE LOCATIONS INCLUDE CROSS SECTIONS			



SHEET NO. D.03	PROJECT NO. 9011123	DATE	JOB NO.	DR. PROJECT	TITLE	APARTMENT BUILDINGS HUEGERICH CONSTRUCTION OTTUMWA, IOWA	GARDEN & ASSOCIATES, LTD. ENGINEERS & SURVEYORS 3701 2nd Avenue East, Suite 1 P.O. Box 451 Dahlamona, Iowa 52527 641.672.7526 (Phone) 641.672.2061 (Fax) 800.491.2524 (Iowa Toll Free)
		DATE	JOB NO.	DR. PROJECT	TITLE		



STORM SEWER SYSTEM
 FROM ELEV. 811.51
 TO ELEV. 811.00
 MAX. SLOPE: 0.012%
 STORMWATER AT ELEV. 811.4-811.6 OF
 PERMANENT FOR PROVISION CONTROL

STORM SEWER STRUCTURE TABLE

STRUCTURE NO.	WARNING	DEPTH	TOP OF CHAMBER OR MAN HOLE	STRUCTURE TYPE
S-1	0254468.21	2207090.25	815.70	SM-511
S-2	0254462.84	2207090.13	816.00	SM-511

PIPE LENGTHS INCLUDE APPROX. SECTIONS

PIPE DIAMETER	MATERIAL	FROM TO	LENGTH	SLOPE	PIPE E. IN	PIPE E. OUT
12"	HOTR PIPE	S-1	103.8 LF	3.12%	810.20	811.00
12"	HOTR PIPE	S-2	106.8 LF	1.02%	812.00	813.00
12"	HOTR PIPE	S-1	106.8 LF	1.02%	812.00	813.00
12"	HOTR PIPE	S-2	60.9 LF	1.71%	804.28	804.28
12"	HOTR PIPE	S-1	60.9 LF	1.71%	804.28	804.28

GARDEN & ASSOCIATES, LTD.
 ENGINEERS & SURVEYORS

1703 3rd Avenue East, Suite 1
 P.O. Box 451
 Okobato, Iowa 52571
 641.672.5126 Phone
 641.672.2091 Fax

805 Wyoming Ave.
 Corning, Iowa 50801
 641.782.4005 Phone
 641.782.4118 Fax

600.492.2524 Iowa Toll Free
 email@gardenassociates.net

APARTMENT BUILDINGS
 HUEGERICH CONSTRUCTION
 OTTUMWA, IOWA

APPROVED
 PARKING LOT
 GRADING & STORM
 SEWER PLAN



SCALE

DATE: 04.04.2013

PROJECT NO.: 0021133

SHEET NO.: D.04

© COPYRIGHT 2013 GARDEN & ASSOCIATES, LTD.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 15, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3183-2021 - AN ORDINANCE AMENDING THE
CITY CODE TO PROVIDE REGULATIONS FOR ELECTRIC
SCOOTERS WITHIN THE CITY OF OTTUMWA, IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Pass first consideration of Ordinance No. 3183-2021.

DISCUSSION: The City is considering a memorandum of understanding that will permit Bird to operate an app-based e-scooter rental program in Ottumwa. Whether that program happens or not, e-scooters are growing in popularity nationwide with models available for private purchase in addition to rental. This ordinance amends Chapters 9 and 26 of the Municipal Code to create regulations for the safe operation of e-scooters in Ottumwa.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The ordinance includes:

- Anyone operating an e-scooter must obey all traffic rules.
- No more than one rider on e-scooters designed for one rider.
- No one should operate carrying any package or article that prevents using the handlebars.
- Persons should not operate more than two abreast.
- Operators should ride in a prudent and careful manner.
- Any person operating on a sidewalk must yield to any pedestrian and give audible notice when passing.
- All e-scooters must have a front lamp and red taillight after sunset.
- Electric scooters may be operated on the trails with a maximum speed of 10mph.

ORDINANCE NO. 3183-2021

AN ORDINANCE AMENDING THE CITY CODE TO PROVIDE
REGULATIONS FOR ELECTRIC SCOOTERS WITHIN THE
CITY OF OTTUMWA, IOWA

WHEREAS, the City of Ottumwa has been approached by a company that would like to provide shared electric scooters within the City; and

WHEREAS, the City Code currently does not address the operation of electric scooters on public streets, sidewalks or other public areas; and

WHEREAS, the City Council now desires to adopt electric scooter regulations.

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

Section 1. The Code of Ordinances of the City of Ottumwa, Iowa, is hereby amended by adopting the following new Chapter 9, Article IV:

ARTICLE IV. – ELECTRIC SCOOTERS

Sec. 9-47. – Operation of Electric Scooters.

A. Observation Of Traffic Rules:

1. While travelling in the street, any person riding an electric scooter shall have all of the rights and all of the duties applicable to the driver of a motor vehicle as provided by law except as to the provisions which by their very nature can have no application.

2. All persons riding electric scooters upon any street or sidewalk within the City shall observe all ordinances and rules as to traffic limits and shall make full and complete stops at official stop signs.

B. Method Of Riding:

1. No rider of an electric scooter intended for one person shall carry a second person on any part of the scooter.

2. No person riding an electric scooter shall carry any package, bundle or article which would prevent the rider from keeping both hands on the handlebars.

C. Riding On Roadways: Persons riding electric scooters on the roadway shall not ride more than two (2) abreast and, on laned roadways, shall ride within a single

lane. No person riding an electric scooter shall ride so as to impede the normal and reasonable movement of traffic.

D. Careful Riding: No person shall ride or propel an electric scooter upon any sidewalk or roadway except in a prudent and careful manner.

E. Riding On Sidewalk: Whenever any person is riding an electric scooter upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

F. A person who operates an electric scooter shall exercise caution to avoid colliding with any pedestrian, shall yield the right of way to any pedestrian, and shall not operate it in such manner as to indicate a willful or wanton disregard for the safety of persons.

G. All electric scooters used during the hours from sunset to sunrise shall display or their drivers shall wear a lamp on the front part of the device, and the lamp shall emit a white light visible from a distance of at least three hundred feet (300') from the front of the device and a red visible light from a distance of at least three hundred feet (300') from the back of the device.

9-48. – Parking.

No person shall park an electric stand up scooter upon a street or alley in such a manner as to obstruct pedestrian or motor vehicle travel, or a curb ramp, building entrance, or fire hydrant.

Section 2. The Code of Ordinances of the City of Ottumwa, Iowa, is hereby amended by adopting the following new Sec. 26-20(d):

26-20. – Vehicles.

...

(d) Notwithstanding the foregoing, electric scooters may be operated on the Ottumwa Trail System at a speed that does not exceed 10 miles per hour.

Section 3. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed, and if any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 4. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the _____ day of _____, 2021 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2021.

Chris Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 15, 2021

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

Phil Roth
City Administrator Approval

AGENDA TITLE: Ordinance No. 3184-2021. Amending Chapter 31 ½ of the City Code of the City of Ottumwa, Iowa to allow privately owned or leased trash dumpsters or receptacles in city parking lots to add a new Section 31 ½ - 45.

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

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

RECOMMENDATION: June 15, 2021 – Pass and Adopt First Reading.

DISCUSSION: There is a desire to improve the overall appearance of the downtown business areas and improve traffic flows by developing a process to allow privately owned or leased dumpsters to be placed on public owned parking lot property. Currently there are dumpsters placed behind or adjacent to businesses that are unsightly and create obstacles in both parking areas and travel lanes. We would work with local businesses owners to permit areas that serve multiple business in a centralized area. This is the same concept we used in both the Canteen Alley and Jefferson Street Parking Lot.

By authorizing and permitting public property locations including requiring minimum screening requirements we could address both issues simultaneously. The PowerPoint will include several enclosures currently in use and outlines what other communities have adopted.

Permitting process and fee structures would be developed and included in a resolution if the ordinance is adopted. Currently we have modeled our process on Cedar Falls which includes a \$300 dollar annual fee.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3184-2021

AN ORDINANCE AMENDING CHAPTER 31 ½ OF THE CITY CODE TO ALLOW PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS

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

Section 1. The Code of Ordinances of the City of Ottumwa, Iowa, is hereby amended by adopting the following new Section 31 ½ - 45:

Sec. 31 ½ - 45. – Privately owned or leased trash dumpsters or receptacles in city parking lots.

(a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.

(b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of public works. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.

(c) The city shall designate certain spaces or areas, within various municipally owned or leased off-street parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.

(d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.

(e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section, shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.

(f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty.

Section 2. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed, and if any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 3. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the _____ day of _____, 2021 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2021.

Chris Reinhard, City Clerk

SURVEY OF SISTER CITIES
REGARDING ALLEYWAY
DUMPSTERS

June 10, 2021

Scenario: Allowing private business in the downtown area to place dumpsters out of the alleyway and into an adjoining City Parking Lot.						
Cities Contracted	Zoning Ordinance for new businesses requires dumpster enclosures on private property	Permits Required for existing business allowing dumpsters in alleyway	Instances of private business using city property, other than alleyways, for dumpster use	Issuance of Easement	City Contact	
Burlington	Yes	No	Yes. Once. Business paid for enclosure and monthly lease of discounted parking rate through formal agreement	No. Formal Agreement	Larry Caston Building Inspector	
Clinton	Yes	No	Yes. Current situation under construction. Undetermined who pays for enclosure. Will include formal agreement and/or lease.	Easement Likely	Lisa Frederick City Clerk	
Fort Dodge	Yes	No	None	N/A	Jeff Nemmers City Clerk	
Marshalltown	Yes	No	Yes. Current situation rebuilding parking lot. City will pay for new enclosure.	No. Formal Agreement TBD	Justin Nickel City Engineer	
Mason City	Yes	Yes. One time Encroachment permit issued upon submission of COI. No fee.	None	N/A	Steven Van Steenhuyse Development Director	
Cedar Falls	Yes	No	Yes Business pays for enclosures	No annual permit \$300	Jackie Danielsen	

City of Ottumwa
105 3rd St.
Ottumwa, IA 52501
641-683-0620

Application for Dumpster License

Date:	Business Name:
Address:	
Phone:	
Responsible Party:	
Address:	
Number & Location of Dumpsters:	
Attach Diagram:	
Private Dumpster Provider: Address: Phone:	

Item No. I.-3.


CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 15, 2021

Engineering
Department

Alicia Bankson
Prepared By

Harry Seal
Department Head


City Administrator Approval

AGENDA TITLE: Ordinance No. 3185-2021. Amending Section 32-73 of the City Code of the City of Ottumwa, Iowa for the purpose of addressing adjacent property owner liability for sidewalks.

**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: June 15, 2021 – Pass and Adopt First Reading.

DISCUSSION: Our current ordinance needs updated to align with the recent Iowa Supreme Court Opinion outlining responsibilities for maintenance of private sidewalks located in public rights of ways that are defective. This ordinance also establishes a timeline for repairs to occur and if necessary the authorization to assess itemized repair cost to the abutting property owner as taxes for payment.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3185-2021

AN ORDINANCE AMENDING SECTION 32-73 OF THE
OTTUMWA CITY CODE FOR THE PURPOSE OF
ADDRESSING ADJACENT PROPERTY OWNER LIABILITY
FOR SIDEWALKS

WHEREAS, the Ottumwa City Code requires adjacent property owners to maintain sidewalks within the City; and

WHEREAS, the City Code does not currently address adjacent property owner liability for their failure to appropriately maintain sidewalks; and

WHEREAS, it is necessary to amend the City Code to address this matter.

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

Section 1. Section 32-73, Repairing defective sidewalks, of the City Code is hereby repealed and replaced as follows:

It shall be the duty of the abutting property owner at any time, or upon receipt of 60 days' notice from the city, to repair, replace or reconstruct all broken or defective sidewalks in the street right-of-way abutting his property. If, after the expiration of 60 days as provided in the notice, the required work has not been done or is not in the process of completion, the director of public works shall proceed to repair, replace, or reconstruct the sidewalk. Upon completion of the work, the director of public works shall submit to the council an itemized and verified statement of expenditures for material and labor, and the legal description of the property abutting the sidewalk on which said work has been performed. These costs shall be assessed to the property as taxes. The abutting property owner may be liable for damages caused by failures to maintain the sidewalk.

Section 2. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed, and if any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 3. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the _____ day of _____, 2021 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2021.

Chris Reinhard, City Clerk



[CITY OF]
O T T U M W A

**Proclamation
Ottumwa Pride Month
June 2021**

WHEREAS, Many of the residents, students, city employees and business owners within the City of Ottumwa, contribute to the enrichment of our City and are a part of the lesbian, gay, bisexual, transgender and questioning community and;

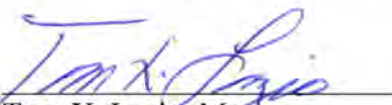
WHEREAS, June is designated "International Gay Pride Month" honoring the history and achievements of LGBTQ people, and commemorates the 1969 "Stonewall Uprising" as the catalyst for the modern LGBTQ civil rights movement and;

WHEREAS, The LGBTQ community has much to celebrate in terms of business and professional achievements, artistic expression, political involvement, community activities and life-affirming family relationships and is a vital part of our culture and;

WHEREAS, The City of Ottumwa and the LGBTQ community continue to support and encourage diversity in the workplace and throughout the community and;

WHEREAS, Positive images provides support and advocacy to the City's lesbian, gay, bisexual, transgender, questioning and intersexed youth and young adults and educates the greater community.

NOW, THEREFORE, I Tom X. Lazio, Mayor, City of Ottumwa, on behalf of the entire City Council, am pleased to present this proclamation of the celebration and activities honoring Pride Month.


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



659 1

Citizen Input Request Form

6-15-2021
Council Meeting Date

Name: Lily Streeby

Address: 314 N Fellows Ave

Item No. to Address: h

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



Citizen Input Request Form

Council Meeting Date

Name: Kolby Streeby

Address: 314 N. fellows Ottumwa

Item No. to Address: K

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



Citizen Input Request Form

6.15.21
Council Meeting Date

Name: Cara Galloway

Address: 1219 N Fellows

Item No. to Address: K
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.