



TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 25
Council Chambers, City Hall

August 16, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Hull, Pope, Roe, Galloway, McAntire and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 23 on July 19, 2022 and Regular Meeting No. 24 on August 2, 2022 as presented.
 2. Acknowledge May financial statement and payment of bills as submitted by the Finance Department.
 3. Resolution No. 211-2022, accepting the renewal effective January 1, 2023, for the City's Post-65 retiree medical supplement and Rx plans carrier with Humana.
 4. Resolution No. 212-2022, approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for Fiscal Year ending June 30, 2023.
 5. Resolution No. 214-2022, approving contract, bonds and certificate of insurance for the Troeger Parking Lot Project.
 6. Resolution No. 215-2022, approving contract, bonds and certificate of insurance for the Bridge View Hotel Parking Lot Extension Project.
 7. Beer and/or liquor applications for: El Tex Mex, 1317 East Main Street, with Outdoor Service Area; Hotel Ottumwa, N. Court & Fourth St., City Park, temporary outdoor service area for 9/23/2022; all applications pending final inspections.

C APPROVAL OF AGENDA

- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. ATV and UTV Laws changed in Iowa effective July 1, 2022.

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:

- G. PUBLIC HEARING:
1. This is the time, place and date set for a public hearing on the consideration of a Real Estate Purchase Agreement with Elliott Oil.
 - A. Open the public hearing.
 - B. Close the public hearing.

- C. Resolution No. 213-2022, approving the Real Estate Purchase Agreement between the City of Ottumwa and Elliott Oil and authorizes the conveyance of certain property identified in Ordinance No. 3205-2022.

RECOMMENDATION: Pass and adopt Resolution No. 213-2022.

H. RESOLUTIONS:

1. Resolution No. 216-2022, awarding the contract for disposal and demolition of 236 Phillips Street to Daniel McKee of Bloomfield, Iowa, for the best bid \$9,400.

RECOMMENDATION: Pass and adopt Resolution No. 216-2022.

2. Resolution No. 217-2022, approving Change Order No. 2 for the Ottumwa Park Campground Shower House and Office Project.

RECOMMENDATION: Pass and adopt Resolution No. 217-2022.

3. Resolution No. 218-2022, approving the Agenda Management and Site License of Laserfiche Project through OPG-3 for the City Clerk's office.

RECOMMENDATION: Pass and adopt Resolution No. 218-2022.

4. Resolution No. 219-2022, approving matching funds and a letter of support for an application for the Main Street Iowa Challenge Grant Program for 301-305 East Main Street.

RECOMMENDATION: Pass and adopt Resolution No. 219-2022.

I. ORDINANCES:

1. Ordinance No. 3200-2022, adopting the new State Electrical Code by Amending Chapter 13 of the City of Ottumwa Municipal Code.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3200-2022.

2. Ordinance No. 3204-2022, an Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3204-2022.

3. Ordinance No. 3205-2022, Vacation of public right-of-way in the portion of the Alleyway running Northwest/Southeast from E. McPherson Avenue to Phillips Street between West Second Street and Third Street West in the City of Ottumwa.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3205-2022.

4. Ordinance No. 3206-2022, an Ordinance Repealing Ordinance No. 3194-2022 and Establishing Supplemental Regulations for Automobile Sales by Amending Section 38-872 of the Zoning Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3206-2022.

5. Ordinance No. 3208-2022, Proposed Ordinance amending Chapter 2, Article VI, Division 5, Public Safety Advisory Committee, of the Code of Ordinances of the City of Ottumwa.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3208-2022.

J. PUBLIC FORUM:

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

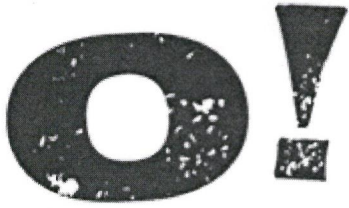
K. PETITIONS AND COMMUNICATIONS

ADJOURN

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

Items on the Table:

1. Ordinance No. 3202-2022, an Ordinance Amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the Purpose of Imposing a Franchise Fee.



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O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 8/12/2022 TIME: 10:00 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #25 to be held on
8/16/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 1643
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
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ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #25 to be held on 8/16/2022 at 5:30 P.M.

OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

REGULAR MEETING NO. 23
Council Chambers, City Hall

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

The meeting convened at 5:30 P.M.

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

McAntire moved, seconded by Hull to approve consent agenda items: Mins. from Regular Mtg. No. 21 on July 5, 2022 as presented; Approve appointment of Elizabeth Faust to Beach Supv. effective on or about July 20, 2022; Approve appointment of Cody Carter to Utility Worker effective on or about July 31, 2022; Civil Service Comm. Elig. Lists for July 13, 2022: Comm. Specialist Entrance; WPCF Operator Entrance; Housing & Code Inspector Entrance; Set Aug. 2, 2022 as date of PH to Consider JAG Program Funds to be obtained from the Bureau of Justice Assistance; Approve MOU between City and Wapello County for 2022 JAG Grant; Set Aug. 2, 2022 as date of PH to consider amending Ch. 14 of the City of Ottumwa Muni Code to Adopt 2021 Edition of the International Fire Code; Res. No. 188-2022, approve and auth. signature of MOU regarding OT calculation between City and Teamsters Local No. 238 for the Police Dept.; Res. No. 195-2022, approve updates to City of Ottumwa Personnel Policy; Beer and/or liquor applications for: Elks – Ottumwa Lodge #347, 413 S. Iowa Ave; all applications pending final inspections. All ayes.

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

Marc Roe, Dir., Greater Ottumwa Partners in Progress (GoPIP), presented Quarterly Update. GoPIP vision: A Vibrant and Thriving Ottumwa Region. Mission: GoPIP is an economic and community development organization collaboratively advancing the prosperity of the Ottumwa region. Current economic initiatives include Ottumwa Regional Airport Analysis, Rail Expansion Project (downtown), Childcare Initiative, Retail Attraction, Helgerson Flats Certified Site (82 acres).

City Admin. Rath presented on Franchise Fees. Due to levy constraints, governmental mandates, and aging infrastructure, the City is facing a structural deficit – jeopardizing the financial sustainability of the community. When looking at revenues, since we are already at the max levy \$8.10; we can only look to increase revenues by increasing our taxable valuations. The City is still trying to provide the same level of services, but with less employees, so I believe now is the right time to explore and implement franchise fees. As of Oct. 25, 2021, there were 217 communities across Iowa with an identified franchise fee (that is about 1 out of every 4). Some of the benefits we could see with implementation of franchise fees are economic development, potential increase of services, cont. investment in the community as a long term approach to fiscal responsibility, cont. lowering trend for municipal levy rate.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Brian Morgan, Keith Caviness and Katie Howard would all like to speak on franchise fees. Mr. Morgan requested to speak after City Admin. presentation; Mr. Caviness and Ms. Howard will speak during the PH.

Mr. Morgan stated when you make a decision, its got to be paid for; whether you give one dept. a raise, TIF half the town, or give other tax breaks; it all effects your general fund. You should see an increase right around \$665,000 from property taxes, you lowered the tax levy, but you didn't lower their tax burden. Valuations went up. Electric/utility rates are up 31%; food prices up 20%, other essentials nearly 30% with gas prices needing no explanation. We are experiencing the highest inflation in years so I'm

here tonight to ask you to pull this for now. Reconsider doing this a year or two down the road; now is not the right time.

McAntire moved, seconded by Roe to approve the fee increases for the Beach Ottumwa. Parks & Rec Dir. Rathje explained indoor birthday parties will increase from \$100 to \$110; outdoor birthday parties from \$125 to \$130; indoor private party rental from \$75 per hour to \$90 per hour; and summer entire facility rental from \$400 per hour to \$450 per hour. Our rates are still significantly lower than similar aquatic centers across the state. All ayes.

This was the time, place and date set for a public hearing on Proposed Res. Adopting Revenue Purpose Stmt. Regarding use of revenues from Proposed Electric Franchise Fees pursuant to IA Code Section 364.2(4)(f). Adopting a Rev. Purpose Stmt. indicates how revenue received from these fees would be used. Those include: (a) The repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, bldgs., and facilities. (b) Projects designed to prevent or mitigate future disasters as defined in IA Code Section 29C.2. (c) Energy conservation measures for low-income homeowners, low-income energy assistance programs, and weatherization programs. (d) Public safety, including the equipping of fire, police, emergency services, sanitation, street, and civil defense depts. (e) The est., construction, reconstruction, repair, equipping, remodeling, and ext. of public works, public utilities, and public transportation systems. (f) The construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes. (g) Property tax abatements, bldg. permit fee abatements, and abatement of other fees for property damaged by a disaster as defined in section 29C.2. (h) Economic development activities and projects. Rath confirmed that any funds being expended from these incoming funds would go through council approval at that time. Galloway expressed her concern over using trigger words; we are not being fair to those listening because the concept on where our money will be spent may not be what they are hearing. We don't necessarily know exactly where the funds will go at this point, so we need to be clear. Much discussion occurred. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. All ayes.

Roe moved, seconded by Pope that Res. No. 174-2022, Adopting Revenue Purpose Stmt. regarding use of revenues from Proposed Electric Franchise Fee pursuant to IA Code Section 364.2(4)(f), be passed and adopted. Vote taken: Ayes: Galloway, Hull, Pope, Roe. Nays: McAntire. Motion carried 4-1 vote.

This was the time, place and date set for a public hearing on Proposed Ord. Amending Appendix D, Electricity Franchise, with Interstate Power and Light Comp. for the Purpose of Imposing a Franchise Fee. Rath stated this ord. will impose a three percent franchise fee upon the electric utility as part of a franchise fee agt. This fee would replace the current one percent charged for LOST. Mr. Caviness reported our citizens cannot afford an additional tax; almost 37% of our population is retired individuals trying to scrape by with what they receive from IPERS, SSI. There are a series of things that need to be addressed; TIF, you can't just throw money around for this. Ms. Howard also addressed council; I worked 30 yrs. in government service so I know how hard it is to try and balance a budget. Now is the time for the city to tighten their belts and be innovative with the types of services you offer. Remember who you represent. Hull expressed we lowered the property taxes for property owners and franchise fees will affect all residents (property owners, renters); it would help us replenish some of the staff we will lose due to retirement over the next five yrs.; but, there's a lot of negatives to this. This probably won't go away. Roe shared this is a delicate issue; we as a community are at a precipice; taxable valuation without new housing builds in the community is going to keep falling; cont. to see declining housing valuation; we will also see increased expenses over the next few yrs. that we cannot control (fuel costs, material costs, health ins.). If we don't find a way to increase revenue, we will not be able to provide the

same level of services that everyone deserves and demands. There are consequences to our actions whether we vote this up or down. Pope shared economically we are all stressed. Right now, I can't move forward with this. Rath shared additional thoughts. Galloway moved, seconded by Hull to close the public hearing. All ayes.

Galloway moved, seconded by Hull to table Ord. No. 3202-2022, an Ord. Amending Appendix D, Electricity Franchise, with Interstate Power and Light Comp. for the Purpose of Imposing a Franchise Fee. Roe asked if tabled tonight do we want to specify a date that it will be brought back; Rath stated it can be brought back at any date in the future to vote upon. All ayes.

This was the time, place and date set for a public hearing on the Proposed Res. Adopting Revenue Purpose Stmt. regarding use of revenues from Proposed Gas Franchise Fees pursuant to IA Code Section 364.2(4)(f). Rath again shared the following uses for these funds: (a) The repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, bldgs., and facilities. (b) Projects designed to prevent or mitigate future disasters as defined in IA Code Section 29C.2. (c) Energy conservation measures for low-income homeowners, low-income energy assistance programs, and weatherization programs. (d) Public safety, including the equipping of fire, police, emergency services, sanitation, street, and civil defense depts. (e) The est., construction, reconstruction, repair, equipping, remodeling, and ext. of public works, public utilities, and public transportation systems. (f) The construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes. (g) Property tax abatements, bldg. permit fee abatements, and abatement of other fees for property damaged by a disaster as defined in section 29C.2. (h) Economic development activities and projects. Hull moved, seconded by Galloway to close the public hearing. All ayes.

Hull moved, seconded by McAntire to table Res. No. 176-2022, Adopting Revenue Purpose Stmt. regarding use of revenues from Proposed Gas Franchise Fee pursuant to IA Code Section 364.2(4)(f). Rath recommended to adopt said Res. in order to remain consistent with the previous revenue purpose stmt. that passed; Galloway stated we would then only need to vote on the Ord. for each item as we would already have the revenue purpose stmts. in place. Vote taken: Ayes: McAntire, Hull. Nays: Galloway, Pope, Roe. Motion failed 3-2 vote.

Roe moved, seconded by Galloway that Res. No. 176-2022, Adopting Revenue Purpose Stmt. regarding use of revenues from Proposed Gas Franchise Fee pursuant to IA Code Section 364.2(4)(f), be passed and adopted. Vote taken: Ayes: Galloway, McAntire, Pope, Roe. Nays: Hull. Motion carried 4-1 vote.

This was the time, place and date set for a public hearing on the Proposed Ord. repealing Ord. No. 2888-2000, and granting to MidAmerican Energy Comp., its successors and assigns, the Right and Non-Exclusive Franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and auth. the City to collect Franchise Fees for a period of 25 yrs. Roe moved, seconded by Pope to close the public hearing. All ayes.

Roe moved, seconded by Pope to pass the first cons. of Ord. No. 3203-2022, an Ord. repealing Ord. No. 2888-2000, and granting to MidAmerican Energy Comp., its successors and assigns, the Right and Non-Exclusive Franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and auth. the City to collect Franchise Fees for a period of 25 yrs. All Nays. Motion failed.

Rath requested recess at 7:31 P.M.

Council reconvened at 7:40 P.M.

This was the time, place, and date set for a public hearing on the cons. of a Five Yr. Lease Agt. renewal between the City and Musco Sports Lighting, LLC. Rath stated the City originally renewed this March 2, 2021 for the lease of the south one-half of Bldg. #23 at the Ottumwa Reg. Airport. Since that time, FBO services have been assumed by the City. Musco agreed to replace the current ext. with a new five-yr. agt. to reflect any changes in airport personnel and service provision. The new agt. is effective July 1, 2022- June 30, 2027. No objections were rec'd. Roe moved, seconded by Hull to close the public hearing. All ayes.

Roe moved, seconded by Galloway that Res. No. 189-2022, approving the authorization and execution of Five Year Renewal of Lease Agt. between the City and Musco Sports Lighting, LLC, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the Proposed Ord. No. 3200-2022, adopting the new State Electrical Code by Amend. Ch.13 of the City of Ottumwa Mun. Code. Comm. Dev. Dir. Simonson reported State Fire Marshall's Office and Electrical Examining Brd. requested that we enforce the IA Electrical Code. This ord. treats the Electrical Code in the same manner as the Plumbing Code by adopting the state code in full by reference. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. All ayes.

Hull moved, seconded by McAntire to pass the first cons. of Ord. No. 3200-2022, adopting the new State Electrical Code by Amend. Ch. 13 of the City of Ottumwa Mun. Code. All ayes.

This was the time, place, and date set for a public hearing regarding the Proposed Vacation of public right-of-way in the portion of the Alleyway running NW/SE from E. McPherson Ave. to Phillips St. between W. Second and Third St. West in the City of Ottumwa. Simonson reported this ord. vacates a portion of the alley to support the Elliott Oil fuel station project. This will allow for the construction of a retaining wall. The vacation is submitted to utility easements, access easements for adj. property owners and cond. of a purchase agt. to be reviewed by Council on Aug. 2, 2022. P&Z Comm. recommended the vacation at their June 27, 2022 mtg. No objections were rec'd. Galloway moved, seconded by Hull to close the public hearing. All ayes.

Roe moved, seconded by Galloway to pass the first cons. of Ord. No. 3205-2022, Vacation of public right-of-way in the portion of the Alleyway running NW/SE from E. McPherson Ave. to Phillips St. between W. Second St. and Third St. West in the City of Ottumwa. All ayes.

McAntire moved, seconded by Hull that Res. No. 190-2022, (i) approving and auth. execution of an Assignment and Assumption of Lease Agt. with George Allen Construction Co. from Wapello County Historical Society; (ii) approving and auth. execution of an Assignment and Assumption of Lease Agt. with National Railroad Passenger Corp. from Wapello County Historical Society; and (iii) approving and auth. execution of a Storage Lease Agt. between the City of Ottumwa and Wapello County Historical Society, be passed and adopted. Rath stated these proceedings are for the acquisition of the depot and clubhouse properties. All ayes.

Hull moved, seconded by McAntire that Res. No. 191-2022, approving and auth. execution of a Real Estate Gift Agt. with Bridge View Center, Inc., be passed and adopted. Rath stated this gift of real estate

by BVC, Inc. allows the city to improve the current gravel lot area in the parking lot, concurrently with the construction of the Cobblestone Hotel near Bridge View Center. All ayes.

Hull moved, seconded by McAntire that Res. No. 192-2022, adopting Policy No. 74 – Background Check Policy, be passed and adopted. All ayes.

Galloway moved, seconded by Pope that Res. No. 193-2022, adopting Policy No. 73 related to process and procedures for requesting Honorary Street Name(s), be passed and adopted. All ayes.

Roe moved, seconded by Galloway that Res. No. 194-2022, adopting Policy No. 75 – Hiring Policy and Process, be passed and adopted. HR Dir. Codjoe reported this takes our current practice and puts it into policy to help provide a structured process. This policy also creates an internal process for positions not covered under civil service, that will allow Admin. to appoint positions. Working with legal to correct our Code lang. to reflect this change. All ayes.

Roe moved, seconded by Galloway that Res. No. 196-2022, approving CO No. 1 for the Ottumwa Park Campground Shower House and Office Project, be passed and adopted. Rathje reported CO No. 1 increases contract by \$595; new contract sum \$574,467. All ayes.

Hull moved, seconded by Pope that Res. No. 197-2022, approving Agt. between the City and IDOT through the TSIP (Traffic Safety Improvement Program) CS-TSF-5825(649)- -85-90 funding to construct the Albia Rd. and N. Quincy Ave. Roundabout Project and auth. Mayor to sign all pertaining docs., be passed and adopted. PW Dir. Seals reported this action will approve the formal agt. with IDOT for funding up to \$500,000 of elig. project activities. The design contract and construction cost that exceed the grant amt. will be funded from RU and LOST funds. Roe asked if when this roundabout project comes back to council for vote if cost will be considerably higher (as with the Richmond roundabout). Seals explained, when that project was submitted for grant funding, it was supposed to be submitted as two separate intersections, but it was not done correctly, which is why city's cost was significantly higher. Vote taken: Ayes: Galloway, McAntire, Pope, Roe. Nays: Hull. Motion carried 4-1 vote.

Roe moved, seconded by Pope to pass third cons. and adopt Ord. No. 3198-2022, repealing and replacing Ch. 7, Animals and Fowl, of the Municipal Code of the City of Ottumwa, IA. Vote taken: Ayes: McAntire, Hull, Pope, Roe. Nays: Galloway. Motion carried 4-1 vote.

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

There being no further discussion, Roe moved, seconded by Galloway that the mtg. adjourn. All ayes.

Adjournment was at 8:20 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 8/02/2022

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 24
Council Chambers, City Hall

August 2, 2022
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Galloway moved, seconded by Pope to approve consent agenda items with removal of Item B-3: Mins. from Special Mtg. No. 22 on July 14, 2022 as presented; Approve Human Rights Commission appointments Amy Norris Hernandez, Gaylon Davis, Nathan Wilson terms to exp. 7/1/23; Marlana Wolfing, Dr. Peter Reiter, Jacquelyn Pope terms to exp. 7/1/24; John Fenner, Connie Johnson, Sandra Wirfs terms to exp. 7/1/25; Approve appointment of Amy Napoleon to full-time Comm. Specialist for Police Dept. eff. 8/15/22; Approve appointment of Jeff Clark to Housing & Code Inspector in Bldg. & Code Enforcement Dept. on or about 8/14/22; Recognize appointment of Council Member Marc Roe to serve as Mayor Pro Tem; Acceptance from IA State Fire Marshal Office grant award \$11,088 to purchase Freddy the Fire Truck training robot; Approve Lexipol Annual renewal Police Policy & Procedure Manual license for \$15,326; Approve purchase of (2) 2022 Ford Explorer 4dr 4x4 vehicles from Stiver's Ford of Waukee, IA for \$28,671/ea for total \$57,342 to replace current fleet #414 & #417; Approve purchase of one (1) 2022 F150 Supercab from Dewey Ford of Ankeny, IA, for \$30,899.84 for Bldg. & Code Enforcement/Planning & Dev. Dept.; Res. No. 198-2022, auth. destruction of certain records according to Code of IA, 2017, as amended; Res. No. 209-2022, setting Aug. 16, 2022 as date for Public Hearing on considering Real Estate Purchase Agt. with Elliott Oil; Beer and/or liquor applications for: Ottumwa Golf & Social Club, with OSA, 304 E. Golf Ave.; Wal-Mart Supercenter #1285, 1940 Venture Dr.; Red's Pub, Temp. OSA on the following dates: 8/20, 9/10, 10/29; all applications pending final insp. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by Pope to approve the agenda as presented. Motion carried 4-0. Council Member Roe was absent.

City Admin. Rath introduced Fred Zesiger, Exec. Dir. Main Street Ottumwa, to provide update on SSMID.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Corwin Williams wished to discuss Item B-2, Human Rights Comm. appointments. Mr. Williams agrees in having this comm.; however, feels an age disparity amongst those that were appointed; a quarter of our population isn't represented; nobody between the ages of 18-24. My issue is not with who you have chosen for this commission, but the lack of an unrepresented group.

Galloway moved, seconded by Hull to approve the written quote for fabrication of a dumpster enclosure from Schaus-Vorhies Mfg., Inc. for \$13,150 for the SSMID project. Motion carried 4-0. Council Member Roe was absent.

Pope moved, seconded by McAntire to approve the replacement of a five ton condenser and coil on the AC unit at WPCF for \$5,200. Motion carried 4-0. Council Member Roe was absent.

This was the time, place, and date set for a public hearing to accept written or oral comments from the public on spending plans for 2022 JAG Program funds to be obtained from the Bureau of Justice Assistance. Police Chief Farrington reported proposed use of funds is to purchase APEX Officer Pro

Training Simulator X2 System; federal requirements state funds can only be used to supplement dept. budget, not supplant it. Amt. of funds rec'd from JAG is based on the number of violent crimes reported to Federal government. No objections were rec'd. McAntire moved, seconded by Galloway to close public hearing. Motion carried 4-0. Council Member Roe was absent.

Pope moved, seconded by McAntire to approve submission of 2022 JAG Grant from the Bureau of Justice Assistance for \$23,980 and auth. Mayor to sign any related docs. Motion carried 4-0. Council Member Roe was absent.

This was the time, place, and date set for a public hearing approving plans, specs., form of contract and est. cost for WPCF – Operations Reroofing Project. PW Dir. Seals reported bids are due Aug. 24, 2022. No objections were rec'd. Galloway moved, seconded by McAntire to close public hearing. Motion carried 4-0. Council Member Roe was absent.

McAntire moved, seconded by Pope that Res. No. 204-2022, approving plans, specs., form of contract and est. cost for WPCF – Operations Reroofing Project, be passed and adopted. Motion carried 4-0. Council Member Roe was absent.

This was the time, place and date set for a public hearing on Proposed Ord. Amending City of Ottumwa's Fire Protection and Prevention Code by Amending Ch. 14 of the City of Ottumwa Municipal Code to Adopt 2021 Edition of the International Fire Code. Fire Chief Miller discussed the changes implemented within the code. No objections were rec'd. McAntire moved, seconded by Galloway to close public hearing. Motion carried 4-0. Council Member Roe was absent.

Pope moved, seconded by McAntire to pass first consideration of Ord. No. 3204-2022, an Ord. Amending City of Ottumwa's Fire Protection and Prevention Code by Amending Ch. 14 of the City of Ottumwa Municipal Code to Adopt 2021 Edition of International Fire Code. Motion carried 4-0. Council Member Roe was absent.

This was the time, place and date set for a public hearing on Proposed Ord. 3206-2022, Repealing Ord. No. 3194-2022 and Est. Supplemental Regs. for Auto Sales by Amending Section 38-872 of the Zoning Code of the City of Ottumwa, Wapello County, IA. Zoning & Housing Coord. Rusch stated this ord. prohibits car lots within one hundred ft. of residential zones without a conditional use permit. This will help create a buffer between residential areas and these businesses. This Ord. also cracks down on outdoor storage around car lots. Storage of vehicles that are not for sale, body-damaged and inoperable in the display area will be prohibited. All auto parts, damaged vehicles and service vehicles will need to be stored completely screened from residential areas and public rights-of-way. No objections were rec'd. Galloway moved, seconded by Hull to close public hearing. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by McAntire to pass first consideration of Ord. No. 3206-2022, an Ord. Repealing Ord. No. 3194-2022 and Est. Supplemental Regs. for Auto Sales by Amending Section 38-872 of the Zoning Code of the City of Ottumwa, Wapello County, IA. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by McAntire that Res. No. 199-2022, awarding contract and approving contract, bonds, and cert. of ins. for 2022 Asphalt St. Repair Program, be passed and adopted. Seals reported one bid rec'd from Norris Asphalt Paving Co. for \$1,406,991. Streets scheduled for overlay include N. Court from Golf north to new HMA between Northview and Elmdale. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by McAntire that Res. No. 200-2022, awarding contract and approving contract, bonds, and cert. of ins. for 2022 Friction Seal Project, be passed and adopted. Seals reported one bid rec'd from Gee Asphalt Systems, Inc. of Cedar Rapids, IA for \$109,514.50. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by Galloway that Res. No. 201-2022, awarding contract for Troeger Parking Lot Project to Drish Construction of Fairfield, IA, for \$608,859.25, be passed and adopted. Seals reported this project is tied directly to the development and construction of the Cobblestone Hotel at the Bridgeview site. The plan set bidding docs. were set up to allow two bidding scenarios: first set is completion date of Dec. 31, 2022 and second set with later start date April 1, 2023. Two bids were rec'd and both chose April 2023 start date. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by McAntire that Res. No. 202-2022, awarding contract for the Bridge View Hotel Parking Lot Ext. Project to DC Concrete & Construction of Douds, IA, for \$473,143.50, be passed and adopted. Seals reported three bids were rec'd; all choosing the late start date of April 1, 2023. Motion carried 4-0. Council Member Roe was absent.

Galloway moved, seconded by Pope that Res. No. 203-2022, approving Professional Services Agt. for Eng. Design and Mgmt. costs with Shive-Hattery, Inc. for roundabout at the intersection of Albia Rd. and Quincy Ave. and auth. Mayor to sign Agt., be passed and adopted. Seals reported total compensation est. at \$83,450. Vote: Ayes: McAntire, Pope, Galloway. Nays: Hull. Absent: Roe. Motion carried 3-2.

McAntire moved, seconded by Pope that Res. No. 205-2022, approving CO No. 1 and accepting work as final and complete and approving final pay request for Ward St. Bridge Replacement Project, be passed and adopted. Seals reported CO No. 1 decreased contract by \$2,615.40; total contract sum \$417,020.15. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by Galloway that Res. No. 206-2022, approving Development Agt. with RG Property, LLC for Comm. Dev. Block Grant (CDBG) Coronavirus Housing Conversion Program, be passed and adopted. Rusch reported this will complete the upper-story housing project at 307 E. Main. This project was awarded \$500,000 CDBG Grant with the city's share \$15,000. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by McAntire that Res. No. 207-2022, approving Development Agt. with Ottumwa Legacy Foundation for Downtown Housing Grant Program, be passed and adopted. Rusch reported this project was awarded a \$300,000 grant to complete upper-story housing conversion at 231 E. Main. Motion carried 4-0. Council Member Roe was absent.

Pope moved, seconded by Galloway that Res. No. 208-2022, designating a portion of Church St. with Honorary St. Name – Madre Irene Munoz Way, be passed and adopted. Rath reported between 300-900 blocks of Church St. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by McAntire that Res. No. 210-2022, auth. Agt. for Professional Services with 1919 Architects for developing site plan prototypes and construction drawings for medium density infill and single-family housing, be passed and adopted. Motion carried 4-0. Council Member Roe was absent.

McAntire moved, seconded by Galloway to pass second consideration of Ord. No. 3200-2022, adopting new State Electrical Code by Amending Ch. 13 of the City of Ottumwa Municipal Code. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by Pope to pass second consideration of Ord. No. 3205-2022, Vacation of public right-of-way in the portion of the Alleyway running Northwest/Southeast from E. McPherson Ave. to Phillips St. between W. Second St. and Third St. West in the City of Ottumwa. Motion carried 4-0. Council Member Roe was absent.

Hull moved, seconded by McAntire to pass first consideration of Ord. No. 3207-2022, an Ord. amending Ch. 2, Article IV, Officers and Employees, of the Municipal Code of Ottumwa. HR Dir. Codjoe reported this code aligns with Hiring Policy passed on July 19, 2022. This change to the code will allow staff appointments and terminations to be approved by the City Admin., except appointments which by law are required to be approved through City Council. Motion carried 4-0. Council Member Roe was absent.

McAntire moved, seconded by Galloway to waive second and third considerations, pass and adopt Ord. No. 3207-2022. Motion carried 4-0. Council Member Roe was absent.

Galloway moved, seconded by McAntire to pass first consideration of Ord. No. 3208-2022, Proposed Ord. amending Ch. 2, Article VI, Division 5, Public Safety Adv. Committee, of the Code of Ord. of the City of Ottumwa. Rath reported this moves mtgs. from monthly to quarterly or as needed. Motion carried 4-0. Council Member Roe was absent.

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

There being no further discussion, Hull moved, seconded by McAntire that the mtg. adjourn. Motion carried 4-0. Council Member Roe was absent.

Adjournment was at 6:56 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 8/11/2022

Item No. B.-2.

**City of Ottumwa
Vendor Payment Report
May, 2022**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00320	ACCO	214520	5/6/2022	6,833.35	OPERATING SUPPLIES
00626	SCOTT ADAMS	214590	5/13/2022	181.85	SUSTENANCE SUPPLIES
00689	AFRICAN AMERICAN MUSEUM	214656	5/20/2022	100.00	
00690	AFLAC	214591	5/13/2022	2,706.12	AFLAC DEDUCTION PAYABLE
00778	AGRILAND FS, INC.	214592	5/13/2022	117.34	VHCL MTCE SUPPLIES
00800	AHLERS & COONEY P.C.	214657	5/20/2022	23,702.07	LEGAL FEES
01700	ALLIANT ENERGY/IPL	214593	5/13/2022	71,316.96	ELECTRIC
02080	ALTORFER INC.	214658	5/20/2022	1,047.24	
02592	AMERICAN BOTTLING COMPANY	214705	5/27/2022	155.91	MERCHANDISE - RESALE
05465	ARRC GARAGE DOORS LLC	214522	5/6/2022	142.50	OPERATING SUPPLIES
05668	A-TEC RECYCLING INC	214523	5/6/2022	1,391.01	HAZARDOUS WASTE DISPOSAL
05681	ATLANTIC BOTTLING COMPANY	214706	5/27/2022	961.80	MERCHANDISE - RESALE
05694	AUTOMATIC SYSTEMS CO.	214524	5/6/2022	250.00	OTHER MAINT & REPAIR
05700	ATOMIC TERMITE & PEST	214594	5/13/2022	130.00	GROUND MAINT & REPAIR
05862	AVFUEL CORP	214525	5/6/2022	113,996.85	AVIATION FUEL
06481	BAILEY OFFICE OUTFITTERS	214596	5/13/2022	519.53	OFFICE SUPPLIES
07695	ROBERT BEGHTOL	214708	5/27/2022	45.00	SUSTENANCE SUPPLIES
09352	BLACKSTONE PUBLISHING	214709	5/27/2022	150.00	LIBRARY MAT-GRUBB ESTATE
09366	BLANK PARK ZOO	214597	5/13/2022	250.00	DUES & MEMBERSHIPS
10079	BOUND TREE MEDICAL LLC	214598	5/13/2022	205.93	TOOLS & SMALL EQUIP
11495	BRIDGE CITY TRUCK REPAIR	214710	5/27/2022	20.26	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	214660	5/20/2022	154,619.30	
12500	BUB'S TREE CARE	214599	5/13/2022	4,150.00	TREE TRIMMING
13612	CIT SEWER SOLUTIONS	214662	5/20/2022	11,000.00	
14317	CAPITAL ONE	214529	5/6/2022	38.92	OPERATING SUPPLIES
14318	CAPITAL CITY EQUIPMENT CO	214663	5/20/2022	85.75	
15760	CARROLL CONSTRUCTION SUPP	214600	5/13/2022	2,630.71	MISCELLANEOUS
15788	CATERPILLAR GOLBAL SERVIC	214664	5/20/2022	4,624.98	
16300	CENTRAL IOWA FASTENERS	214601	5/13/2022	198.92	MISCELLANEOUS
16312	CENTRAL SALT LLC	214665	5/20/2022	1,965.10	
16402	CENTURYLINK	214531	5/6/2022	4,443.91	TELEPHONE/IT
16403	CENTURYLINK	214603	5/13/2022	189.63	TELEPHONE/IT
16418	CHAMNESS TECHNOLOGY INC	214604	5/13/2022	13.90	GROUND MAINT & REPAIR
17500	CHRISTNER CONTRACTING INC	214667	5/20/2022	3,475.00	
17825	CITY OF OTTUMWA, CEMETERY	214532	5/6/2022	642.00	CASH INVESTED PASSBK SVNG
18379	CLEMONS INC OF OTTUMWA	214533	5/6/2022	509.73	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	214712	5/27/2022	65.90	TECHNOLOGY SERVICES
18829	CODJOE, BARB	214534	5/6/2022	218.67	TRAVEL & CONFERENCE
18834	COLD SPRING GRANITE COMPA	214535	5/6/2022	357.00	MERCHANDISE - RESALE
18980	COLLECTION SERVICES	214713	5/27/2022	4,575.56	CHILD SUPPORT PAYABLE
21256	GUADALUPE CORTES	214536	5/6/2022	100.00	REFUNDS
21404	COUNTY MATERIALS CORP.	214714	5/27/2022	4,378.00	SEWER/DRAINAGE SUPPLIES
21825	CREDIT UNION	214715	5/27/2022	37,572.68	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	214716	5/27/2022	1,350.14	STREET MAINT SUPPLIES
22457	DC CONCRETE & CONST. LLC	214669	5/20/2022	87,226.36	
23927	PHYLLIS DEAN	214607	5/13/2022	35.00	REFUNDS
24320	DNR	214608	5/13/2022	16,474.50	IDNR SOLID WASTE FEES
24330	DERANS TOWING SERVICE	214537	5/6/2022	155.00	STATE TOWING/STORAGE FEES
25390	ADVANTAGE ADMINISTRATORS	214717	5/27/2022	3,351.12	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	214538	5/6/2022	103,684.67	MISCELLANEOUS
26640	ECOSYSTEMS INC	214539	5/6/2022	4,500.00	CONTRACTUAL SERVICES
27005	ELECTRIC PUMP, INC.	214540	5/6/2022	769.44	OTHER MAINT & REPAIR
27010	CONSOLIDATED ELECTRICAL	214610	5/13/2022	2,185.24	STREET MAINT SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	214611	5/13/2022	5,607.67	VHCL MTCE SUPPLIES
27280	ELLIOTT OIL COMPANY	214671	5/20/2022	26,704.11	
27552	EMPOWER RETIREMENT	214718	5/27/2022	700.00	HARTFORD DEF COMP PAYABLE
27782	ENVISIO SOLUTIONS INC	214672	5/20/2022	20,000.00	TECHNOLOGY SERVICES

27823	ERHARDT, CLAYTON	214542	5/6/2022	935.00	RENTS & LEASES
28208	EUROFINS ENVIRONMENT	214673	5/20/2022	5,537.70	
28880	FAIRFIELD LEDGER	214720	5/27/2022	200.50	LIBRARY MAT-GRUBB ESTATE
29300	FASTENAL COMPANY	214721	5/27/2022	434.72	
31313	FRENCH-RENEKER ASSOCIATES	214675	5/20/2022	2,400.00	
31439A	SHIRLEY FULLER	214722	5/27/2022	960.00	MERCHANDISE - RESALE
31459	GRP & ASSOCIATES	214544	5/6/2022	142.00	HAZARDOUS WASTE DISPOSAL
31797	GARDEN & ASSOCIATES LTD	214545	5/6/2022	1,800.00	OPERATING SUPPLIES
31830	BREANNE GARRETT	214723	5/27/2022	50.00	REFUNDS
32952	CARLA GONZALEZ	214546	5/6/2022	100.00	REFUNDS
33635	GREAT WESTERN SUPPLY CO	214547	5/6/2022	854.73	OPERATING SUPPLIES
33648	GREATER OTTUMWA PARTNERS	214548	5/6/2022	10,035.00	CONTRACTUAL SERVICES
34966	HARDY DIAGNOSTICS	214676	5/20/2022	342.80	
36302	HEARTLAND HUMANE SOCIETY	214549	5/6/2022	495.00	OTHER PROF SERV
37476	HILL PRODUCTIONS & MEDIA	214615	5/13/2022	74.00	ADVERT/LEGAL PUBL
38147	THE HOME CITY ICE CO	214724	5/27/2022	165.00	OPERATING SUPPLIES
39185	HUMANA INSURANCE CO	214725	5/27/2022	24,143.41	MEDICARE PREMIUMS
39186	RUSS HULL	214678	5/20/2022	110.33	
39438	HY-VEE ACCOUNTS RECEIVABL	214726	5/27/2022	90.93	SUSTENANCE SUPPLIES
41505A	IMWCA	214616	5/13/2022	6,764.28	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	214617	5/13/2022	4,389.08	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	214551	5/6/2022	190.00	GROUND MAINT & REPAIR
41925	INDUSTRIAL MEDICINE	214679	5/20/2022	314.00	
42090	INFOMAX OFF SYSTEMS INC	214552	5/6/2022	1,410.80	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	214680	5/20/2022	2,305.28	
43265	INTERSTATE BATTERY	214619	5/13/2022	493.80	VHCL MTCE SUPPLIES
43506	IOWA DEPT TRANSPORTATION	214731	5/27/2022	153.70	VHCL MTCE SUPPLIES
43534	IOWA DEPT NATURAL RESOURC	214620	5/13/2022	73.00	TRAINING
43562	IOWA FENCE INC	214553	5/6/2022	2,400.00	CONTRACTUAL SERVICES
43999	IOWA ONE CALL	214621	5/13/2022	610.20	TELEPHONE/IT
44667	IT'S 5 O'CLOCK SOMEWHERE	214733	5/27/2022	633.75	REFUNDS
45245	TINA JAEGERS	214734	5/27/2022	17.32	TRAVEL & CONFERENCE
45905	JOE KENT'S MACHINE &	214735	5/27/2022	294.00	EQUIP REPAIR
46184	SARAH JOHNSON	214736	5/27/2022	50.00	REFUNDS
46902	RACHEL JONES	214554	5/6/2022	50.00	REFUNDS
47714	KAY PARK-REC CORP (AR)	214622	5/13/2022	58.00	OPERATING SUPPLIES
47726	KAYSER SOIL SERVICE	214737	5/27/2022	418.95	SEWER/DRAINAGE SUPPLIES
48769	KEYSTONE LABORATORIES INC	214681	5/20/2022	496.75	LAB SUPPLIES
48798	KIECK'S CAREER APPAREL	214682	5/20/2022	309.75	SUSTENANCE SUPPLIES
48859	KATY KING	214623	5/13/2022	16.38	TRAVEL & CONFERENCE
49038	KAROL KIRKPATRICK	214738	5/27/2022	140.00	MERCHANDISE - RESALE
49042	KIRKHAM MICHAEL	214739	5/27/2022	5,676.56	OTHER PROF SERV
49500	KNIGHTS OF COLUMBUS	214683	5/20/2022	100.00	PROGRAM SUPPLIES
49798	JEFF KROPF	214740	5/27/2022	112.34	SUSTENANCE SUPPLIES
49804D	KRONOS, A UKG COMPANY	214555	5/6/2022	17,309.55	CONTRACTUAL SERVICES
50620	LANGMAN CONSTRUCTION, INC	214684	5/20/2022	113,469.06	UTILITY SYSTEM
51724	LEXIPOL, LLC	214556	5/6/2022	3,672.00	TRAINING
51968	LIBERTY TIRE	214557	5/6/2022	6,521.54	TIRE DISPOSAL
52265	BRIAN LINNEMEYER	214685	5/20/2022	2,100.00	OTHER PROF SERV
52990	LOKTRONICS SECURITY CORP	214626	5/13/2022	16.56	OPERATING SUPPLIES
53380	M & J ART & FRAME GALLERY	214558	5/6/2022	260.73	OPERATING SUPPLIES
54187	MAIN STREET OTTUMWA	214686	5/20/2022	11,600.48	
54390	MANATT'S INC	214559	5/6/2022	1,863.25	STREET MAINT SUPPLIES
54531	MARCO TECHNOLOGIES, LLC	214628	5/13/2022	208.20	CAPITAL IMPROVEMENTS
57195	MCMASTER-CARR	214560	5/6/2022	115.78	OPERATING SUPPLIES
57385	MENARDS	214563	5/6/2022	2,823.06	OPERATING SUPPLIES
58500	MIDAMERICAN ENERGY CO	214631	5/13/2022	5,396.18	NATURAL GAS
59301	MIDWEST AUTO GLASS & TIRE	214688	5/20/2022	286.64	VHCL MTCE SUPPLIES
59317	MIDWEST INJECTION, INC.	214564	5/6/2022	8,169.68	SLUDGE HAULING
59382	MIDWEST TAPE	214689	5/20/2022	132.19	LIBRARY MAT-GRUBB ESTATE
59753	MIKES TIRE AND	214632	5/13/2022	102.00	VHCL MTCE SUPPLIES
60097	TONY MILLER	214565	5/6/2022	47.08	SUSTENANCE SUPPLIES

60299	MISSION SQUARE RETIREMENT	214742	5/27/2022	2,276.92	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM,	214743	5/27/2022	83.00	CONTRACTUAL SERVICES
61785	MOTION INDUSTRIES	214635	5/13/2022	2,768.36	SUSTENANCE SUPPLIES
62541	STEVE MUNDELL CONSTRUCTIO	214744	5/27/2022	2,600.00	GROUPS MAINT & REPAIR
62580	MUNICIPAL PIPE TOOL CO LL	214567	5/6/2022	6,567.77	VHCL MTCE SUPPLIES
64998	NEW PIG CORPORATION	214746	5/27/2022	192.79	OPERATING SUPPLIES
65680	NOEL INSURANCE INC	214568	5/6/2022	100.00	DUES & MEMBERSHIPS
65985	NORSOLV SYSTEMS ENVIRONM	214747	5/27/2022	196.31	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	214636	5/13/2022	3,689.60	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	214637	5/13/2022	50.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	214570	5/6/2022	770.66	OPERATING SUPPLIES
67098	O'REILLY AUTOMOTIVE	214588	5/10/2022	622.64	OPERATING SUPPLIES
67106	OPG-3, INC.	214691	5/20/2022	1,020.00	TECHNOLOGY SERVICES
67685	OTTUMWA AREA CONVENTION &	214692	5/20/2022	54,054.00	CONV & VISITOR BUREAU
67760	OTTUMWA COMMUNITY SCHOOL	214748	5/27/2022	22,734.94	PAYMENTS IN LIEU OF TAXES
68560	OTTUMWA PRINTING, INC.	214749	5/27/2022	1,398.00	PRINTING
69040	OTTUMWA WATER AND HYDRO	214571	5/6/2022	11,378.46	BILLING FEES-WW
69688	DIXIE L PARKER	214572	5/6/2022	1,600.00	JANITORIAL
71490	PETTY CASH THE BEACH	214751	5/27/2022	390.00	IMPREST CASH
72879	POLK COUNTY SHERIFF	214640	5/13/2022	375.70	GARNISHMENTS PAYABLE
73971	PROFESSIONAL JANITORIAL	214641	5/13/2022	2,100.00	JANITORIAL
74405	PYRAMID GRAPHICS & SPORTS	214752	5/27/2022	1,100.00	SUSTENANCE SUPPLIES
74955	RACOM CORPORATION	214573	5/6/2022	2,522.15	TOOLS & SMALL EQUIP
75152	PHILIP RATH	214693	5/20/2022	126.54	TRAVEL & CONFERENCE
75902	RECREONICS CORPORATION	214694	5/20/2022	116.48	EQUIP REPAIR
76296	CHRISTINA REINHARD	214642	5/13/2022	77.69	TRAVEL & CONFERENCE
77196	RIVER HILLS COMMUNITY	214643	5/13/2022	46.00	EMPLOYEE PHYSICALS/TESTS
77499	ABIGAIL M RODGERS	214644	5/13/2022	629.45	CASH IN BANKS
77527	KATELYN RODRIQUEZ	214753	5/27/2022	50.00	REFUNDS
77800	ROSENMANS INC	214574	5/6/2022	3,925.94	OPERATING SUPPLIES
78105	ROYAL PORTABLE TOILETS	214645	5/13/2022	200.88	OPERATING SUPPLIES
78351	SAFE FLEET LAW ENFORCEMEN	214576	5/6/2022	1,540.85	EQUIP REPAIR
79358	SCHUMACHER ELEVATOR CO	214696	5/20/2022	513.66	BUILDING MAINTENANCE REPA
82136	SINCLAIR NAPA	214589	5/10/2022	581.16	TOOLS & SMALL EQUIP
82416	SMITH AND SON	214577	5/6/2022	60.00	VHCL MTCE SUPPLIES
83350	SOOFA	214646	5/13/2022	37,400.00	CONTRACTUAL SERVICES
83920	SOUTHERN IOWA ELECTRIC	214647	5/13/2022	76.71	ELECTRIC
84944	STAMS GREENHOUSE	214754	5/27/2022	6,600.00	MERCHANDISE - RESALE
85289	JORDAN STATON	214578	5/6/2022	573.00	TRAINING
86196	THE STITCH DOCTOR	214648	5/13/2022	200.50	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	214755	5/27/2022	18,970.42	CONTRACT EMPLOYEES
87593	TK CONCRETE	214756	5/27/2022	80,623.46	STREET MAINT
87774	TASSLE RIDGE WINERY	214580	5/6/2022	50.00	PROGRAM SUPPLIES
88000	TEAMSTER LOCAL UNION 238	214757	5/27/2022	1,340.84	POLICE UNION DUES PAYABLE
89213	TRADEBE ENVIRONMENTAL	214581	5/6/2022	735.50	HAZARDOUS WASTE DISPOSAL
89855	TRUITT ABSTRACT COMPANY	214650	5/13/2022	450.00	CONTRACTUAL SERVICES
89986	TUBE PRO INC.	214758	5/27/2022	864.00	OPERATING SUPPLIES
89992	RAEJENE TUCKER	214759	5/27/2022	50.00	REFUNDS
91835	USA BLUE BOOK	214651	5/13/2022	1,339.67	SUSTENANCE SUPPLIES
92555	THE VAN METER COMPANY	214582	5/6/2022	772.79	OPERATING SUPPLIES
94075	WAPELLO CO AGRICULTURAL	214760	5/27/2022	337.08	PAYMENTS IN LIEU OF TAXES
94100	WAPELLO CO ASSESSOR	214761	5/27/2022	558.00	PAYMENTS IN LIEU OF TAXES
94490	WAPELLO COUNTY TREASURER	214762	5/27/2022	11,257.09	PAYMENTS IN LIEU OF TAXES
94651	WAPELLO COUNTY FAMILY	214763	5/27/2022	100.00	REFUNDS
94725	WAPELLO COUNTY SHERIFF	214764	5/27/2022	383.40	GARNISHMENTS PAYABLE
95000	WAPELLO COUNTY UNITED WAY	214765	5/27/2022	26.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	214583	5/6/2022	43.93	WATER
95356	GARY WATTS	214652	5/13/2022	35.00	REFUNDS
95368	WAYNE'S TIRE	214584	5/6/2022	891.56	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	214701	5/20/2022	312,463.97	GROUP HEALTH CLAIMS
96792	WILLETT HOFMANN	214653	5/13/2022	19,537.50	OTHER PROF SERV
97305	WINDSTREAM	214767	5/27/2022	342.66	TELEPHONE/IT

97306 WINDSTREAM ENTERPRISE	214654	5/13/2022	1,414.60	TELEPHONE/IT
97320 WINGER COMPANIES	214768	5/27/2022	1,310.00	BLDG MAINT & REPAIR
97334 WINN CORP	214587	5/6/2022	14,205.41	STREET MAINT SUPPLIES
97577 WOODRIVER ENERGY LLC	214769	5/27/2022	17,031.61	NATURAL GAS
98820 HEATHER ZUERCHER	214703	5/20/2022	25.62	TRAVEL & CONFERENCE
ACH PURCHASING CARD	ACH		60,319.65	COMMERCIAL CARD PAYMENT
ACH NATIONWIDE	ACH		1,650.00	RETIREMENT PMT
ACH US TREASURY	ACH		20,266.38	FICA CITY SHARE PAYABLE
ACH US TREASURY	ACH		20,007.65	FICA CITY SHARE PAYABLE
ACH IPERS	ACH		42,406.37	EMPLOYERS SHARE OF IPERS
ACH MFPRSI	ACH		77,684.52	EMPLOYERS SHARE OF MFPRSI
Totals for May			<u>1,862,070.51</u>	

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS
TOTALS FOR FUND 001	GENERAL OPER	4,641,891.32	1,110,748.46	1,347,897.73
TOTALS FOR FUND 002	PARKING RAMP	42,655.88	860	648.69
TOTALS FOR FUND 003	GENERAL-ARPA	1,259,670.55		
TOTALS FOR FUND 110	ROAD USE TAX	4,654,151.38	1,392,213.12	637,276.93
TOTALS FOR FUND 112	EMPLOYEE BEN	1,792,879.18	190,058.87	440,481.51
TOTALS FOR FUND 119	EMERGENCY FU		6,037.18	6,037.18
TOTALS FOR FUND 121	SALES TAX 1%	7,008,022.73	364,410.73	1,181,034.00
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	-755,786.57	3,811.44	9,984.50
TOTALS FOR FUND 126	AIRPORT TIF	52,518.59	5,060.31	216,875.00
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	148,352.08		122,472.75
TOTALS FOR FUND 129	RISK MANAGEM	608,325.67	42,153.14	31,334.81
TOTALS FOR FUND 131	AIRPORT FUND	300,017.58	109,746.12	217,143.62
TOTALS FOR FUND 133	LIBRARY FUND	278,135.21	68,577.16	58,655.18
TOTALS FOR FUND 135	CEMETERY FUN	32,589.34	50,043.08	48,144.86
TOTALS FOR FUND 137	HAZ-MAT FUND	162,698.35	3.71	10,780.21
TOTALS FOR FUND 141	2023 UPPER S	5,678.12		
TOTALS FOR FUND 142	HOAP/HILP ES			
TOTALS FOR FUND 143	EPA BROWNFIE			
TOTALS FOR FUND 144	2013 CDBG HO			
TOTALS FOR FUND 145	DOWNTOWN REV			
TOTALS FOR FUND 146	DOWNTOWN STR	142,220.06		
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	756,625.90	86,610.45	72,096.93
TOTALS FOR FUND 162	SSMID DISTRI	49,369.95	331.1	1,815.98
TOTALS FOR FUND 167	FIRE BEQUEST	13,880.23	858.5	
TOTALS FOR FUND 169	START UP/DON	-165.2		
TOTALS FOR FUND 171	RETIREE HEAL			
TOTALS FOR FUND 173	LIBRARY BEQU	82,162.03	600	4,967.01
TOTALS FOR FUND 174	COMMUNITY DE	124,454.27		
TOTALS FOR FUND 175	POLICE BEQUE	192,495.85	6,965.00	
TOTALS FOR FUND 177	HISTORIC PRE	1,446.09		
TOTALS FOR FUND 200	DEBT SERVICE	2,717,042.69	585,397.42	2,801,764.00
TOTALS FOR FUND 301	STREET PROJE	2,906,427.41	292,786.66	118,551.74
TOTALS FOR FUND 303	AIRPORT PROJ	-30,097.86		4,856.56
TOTALS FOR FUND 307	SIDEWALK & C	90,756.63		90,701.51
TOTALS FOR FUND 309	PARK PROJECT	520,017.96		6,582.05
TOTALS FOR FUND 311	LEEVE PROJEC	-137,526.22		481.89
TOTALS FOR FUND 313	EVENT CENTER	91,999.01		2,420.00

TOTALS FOR FUND	315	SEWER CONSTR	4,733,909.77	12,000.00	117,003.40
TOTALS FOR FUND	320	WEST END FLO			
TOTALS FOR FUND	501	CEMETERY MEM	2,713.29		
TOTALS FOR FUND	503	CEMETERY PER	632	340	642
TOTALS FOR FUND	610	SEWER UTILIT	4,319,357.55	526,156.49	322,967.52
TOTALS FOR FUND	611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND	612	STORM WATER			
TOTALS FOR FUND	613	SEWER IMPROV	3,966,670.00	41,667.00	
TOTALS FOR FUND	670	LANDFILL FUN	1,529,385.30	200,730.53	277,426.23
TOTALS FOR FUND	671	LANDFILL RES	1,167,302.00		
TOTALS FOR FUND	673	RECYCLING	501,331.53	70,759.57	44,650.13
TOTALS FOR FUND	690	TRANSIT FUND	628,183.14		3,556.11
TOTALS FOR FUND	695	1015 TRANSIT			
TOTALS FOR FUND	720	BRIDGEVIEW E	161,498.24		
TOTALS FOR FUND	750	GOLF COURSE	36,189.62		
TOTALS FOR FUND	810	POOLED INVES	-47,620,339.58	2,560.29	
TOTALS FOR FUND	820	PAYROLL CLEA	316,273.09	442,315.30	552,044.52
TOTALS FOR FUND	840	EQUIPMENT PU	1,071,842.34	382,051.05	36,156.47
TOTALS FOR FUND	860	GROUP HEALTH	5,824,274.46	284,060.50	302,142.85
TOTALS FOR FUND	861	POST 65 RETI	397,398.84	27,514.01	24,143.41
TOTALS FOR FUND	862	DENTAL INSUR	73,977.68	7,584.00	10,751.93
TOTALS FOR FUND	863	LIFE INSURAN	28,170.17	4,176.00	
		TOTALS	6,286,305.97	6,319,187.19	9,124,489.21

FILED

CITY OF OTTUMWA PM 12:50
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #211-2022 Approve Humana Renewal Rates

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #211-2022

DISCUSSION: Humana is our provider for post-65 retiree medical supplemental insurance and Rx plans carrier. Renewal rates for calendar year 2023 are as follows:

We will see an overall rate increase of 3.08%. This takes our monthly premium from \$218.11 to \$224.82. Retirees pay 40% of this and the City pays 60%. The monthly rate for retirees will increase from \$87.24 to \$89.93. The monthly rate for the City will increase from \$130.87 to \$134.89.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 211-2022

RESOLUTION AUTHORIZING RENEWAL OF POST-65 RETIREE MEDICAL SUPPLEMENTAL
INSURANCE AND RX PLANS CARRIER

WHEREAS, the City of Ottumwa, Iowa wishes to provide medical supplemental insurance and Rx plans for eligible retirees through Humana; and

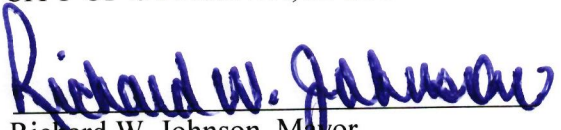
WHEREAS, Humana has previously contracted with the City of Ottumwa and would like to renew for the period of January 1, 2023 through December 31, 2023.

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

That the City of Ottumwa enter into a renewal agreement with Humana for post-65 retiree medical supplemental insurance and Rx plans carrier as set out in the price schedules

PASSED, ADOPTED and APPROVED this 16th day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Humana Group Medicare Advantage Plan Renewal

In signing this document, you are accepting the renewal, effective January 1, 2023, of the Group Medicare plan(s) submitted by your Humana Account Executive and described in the enclosed renewal package. **The new rate is effective January 1, 2023. It is important that we receive acceptance of your renewal no later than September 1, 2022. This will ensure we meet CMS requirements and provide on-time delivery of member materials.**

2023 Plan/Option: PPO 079 215 w/ Custom Rx **2023 Rate:** \$224.82

You, the Plan Sponsor, understand, acknowledge, and agree that:

- You have carefully reviewed the enclosed renewal package.
- Only individuals who meet the eligibility requirements of the plan are eligible to maintain coverage.
- Providing incomplete, inaccurate, or untimely information may void, reduce, or increase premium, or terminate an individual's coverage or the plan coverage.
- The Plan Sponsor can subsidize different premium amounts for different classes of enrollees in a plan provided: 1) such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly), 2) the premium cannot vary for individuals within a given class of enrollees, and 3) the Plan Sponsor must pass through any direct subsidy payments received from CMS to reduce the amount that the beneficiary pays (or in those instances where the subscriber to or participant in the plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber or participant pays). With regard to the Part D premium, different classes of enrollees cannot be based on eligibility for the Part D Low-Income Subsidy (LIS).
- If plan enrollees are entitled to a reduction of their premium as Part D LIS enrollees and Humana receives a Low-Income Premium Subsidy for such enrollees, Humana will pass the Low-Income Premium Subsidy amount through to the LIS enrollees to reduce their premiums.
- With regard to the Part D premium, the Plan Sponsor cannot charge an enrollee for prescription drug coverage provided under the PDP/MAPD plan more than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her non-Medicare Part D benefits (if any).

Organization: _____

Signature: _____

Title: _____

Date: _____

City of Ottumwa

Richard W. Johnson

MAYOR

August 16, 2022

Important reminder:

Please sign and return the enclosed "Humana Group Medicare Advantage Plan Renewal" form no later than **September 1, 2022** to accept the plan's benefits and rates and continue the plan in the coming year.

Y0040_GHHKSAMEN_042022_C





Humana Medicare Employer Plan – Premium Information

CITY OF OTTUMWA - PPO

Date: 7/25/2022
 Humana Medicare Employer Plan
Plan Names: PASSIVE PPO 079 215 with Custom Rx
Rx Formulary: Group Plus Formulary - 23800

Plan Year	Final Billed Premium (Per Member Per Month)
1/1/2023 - 12/31/2023	\$224.82

PASSIVE PPO 079 215 Medical and Rx Benefit Overview

	(In-Network Benefits match Out-of-Network Benefits)
Deductible	\$185 Combined
Inpatient Acute Hospital	\$0 Copayment per Admission
Skilled Nursing Facility	\$0 Copayment (Days 1-100)
Physician Office Visits	\$0 Copayment
Specialist Office Visits	\$0 Copayment
Outpatient Surgical	\$0 Copayment
Ambulance	\$0 Copayment
Emergency Room	\$0 Copayment
Medical Maximum Out of Pocket	\$185 Combined (Medicare Covered Services)
Prescription Drugs (Retail 30 day supply)	Custom Rx \$10/\$25/\$40/\$40 from \$0 to Catastrophic

See attached sheet for rating assumptions and stipulations. The benefits presented above are a high-level summary. Please consult the Plan Design Exhibit for a more detailed list of covered services, member cost shares, services subject to deductibles and any plan limitations.

Proprietary and confidential. For the sole use of CITY OF OTTUMWA.
 Not to be shared externally without written consent from Humana Inc.



Humana Medicare Employer Plan – Rating Assumptions and Stipulations

CITY OF OTTUMWA

Proposal Terms

The benefits presented on the previous page are a high-level summary. Please consult the Plan Design Exhibit for a more detailed outline of the benefits proposed. Final benefits may differ due to annual changes in CMS benefit requirements.

For members with End Stage Renal Disease (ESRD), the Humana Group Medicare Advantage Plan is only offered to eligible members who are diagnosed and enrolled in a manner that is consistent with applicable Medicare secondary laws, and the rules and regulations set forth by CMS.

The rates provided do not reflect any potential premium adjustments provided by Center for Medicare and Medicaid Services (CMS) or federal regulations based on a Medicare beneficiary's income.

Humana will hold the proposed rate(s) unless there are material changes to existing or implementation of new federal regulations or requirements, and/or any unforeseen/unusual circumstances (i.e. pandemic) that would impact Group Medicare.

Humana will hold the proposed rates, assuming all of the information provided is accurate, and could be subject to change should any of the following differ:

All members are retired and enrolled in Medicare Part A and/or Part B.

A minimum average employer contribution level of 51% of the proposed premium for the plan.

A majority of members' (51% or more) primary residence is in an adequate Humana Medicare Advantage network service area. Humana will monitor network adequacy throughout the year to confirm standards are met.

Enrolled membership should not change from current, or differ from the information provided, by more than 10% per year. This proposal assumes 111 currently enrolled members.

Humana's Medicare Advantage plan is the only plan offered and there is no additional secondary plan wrapping around or offered in conjunction with this plan for all current and future Medicare eligible retirees.

Part D, administered by Humana Pharmacy Solutions, will utilize Humana's Group Plus formulary and include utilization management programs such as: quantity limits, prior authorization, and step therapy. Humana continually updates its drug list and quantity limits, and ensures these updates are in accordance with CMS regulations.

Benefits, deductibles, maximum out of pocket accumulators, and any applicable pharmacy TrOOP accumulators will be reset on January 1 each year.

We are pleased to present this Humana Group Medicare Advantage proposal to you and assume all information provided is accurate with the understanding if there is a material change from the current offering environment, Humana has the right to revise or rescind the quote.

HUMANA MEDICARE EMPLOYER LPPO PLAN

2023 LPPO for City of Ottumwa Plan 079 Option 215 - Passive

Effective Date: 01/01/2023 - 12/31/2023

		2022		2023	
Annual Maximum Out-of-Pocket		• In-Network: \$185 per individual per plan year (excludes Part D Pharmacy, COVID-19 Testing, COVID-19 Treatment, Extra Services and the Plan Premium).		• In-Network: \$185 per individual per plan year (excludes Part D Pharmacy, Extra Services and the Plan Premium).	
		• Combined In and Out-of-Network: \$185 per individual per plan year (excludes Part D Pharmacy, COVID-19 Testing, COVID-19 Treatment, Extra Services, Worldwide Coverage and the Plan Premium).		• Combined In and Out-of-Network: \$185 per individual per plan year (excludes Part D Pharmacy, Extra Services, Worldwide Coverage and the Plan Premium).	
Annual Deductible		• Combined In and Out-of-Network: \$185 per individual per plan year		• Combined In and Out-of-Network: \$185 per individual per plan year	
		• Combined In-Network Exclusions: Part D Pharmacy, Additional Telehealth Services, COVID-19 Testing, COVID-19 Treatment, Diabetic Eye Exam, Diabetic Monitoring Supplies: Pharmacy, Emergency Services, Physician and Professional Services: Emergency Room-Hospital, All Preventive Services, Urgently Needed Services, Extra Services and the Plan Premium		• Combined In-Network Exclusions: Part D Pharmacy, Additional Telehealth Services, Diabetic Eye Exam, Diabetic Monitoring Supplies: Pharmacy, Emergency Services, Physician and Professional Services: Emergency Room-Hospital, All Preventive Services, Urgently Needed Services, Extra Services and the Plan Premium	
		• Combined Out-of-Network Exclusions: Part D Pharmacy, COVID-19 Testing, COVID-19 Treatment, Diabetic Eye Exam, Diabetic Monitoring Supplies: Pharmacy, Emergency Services, Physician and Professional Services: Emergency Room-Hospital, All Preventive Services, Urgently Needed Services, Worldwide Coverage and the Plan Premium		• Combined Out-of-Network Exclusions: Part D Pharmacy, Diabetic Eye Exam, Diabetic Monitoring Supplies: Pharmacy, Emergency Services, Physician and Professional Services: Emergency Room-Hospital, All Preventive Services, Urgently Needed Services, Worldwide Coverage and the Plan Premium	
Place of Treatment	Benefit	Network Coverage Plan Pays (1):	Non-Network Coverage Plan Pays (1):	Network Coverage Plan Pays (1):	Non-Network Coverage Plan Pays (1):
Primary Care Physician	• Office Visit	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Administration of Drugs in a Physician's Office	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Specialist	• Office Visit	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Advanced Imaging Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Podiatry Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Chiropractic Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Cardiac Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Supervised Exercise Therapy (SET) Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Pulmonary Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Opioid Treatment Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Administration of Drugs in a Physician's Office	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Chemotherapy Drugs	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Dental Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Hearing Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
• Vision Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	

	<ul style="list-style-type: none"> Eyewear for Post-Cataract Surgery 	100% after combined annual deductible *for eyeglasses and contacts following cataract surgery	100% after combined annual deductible *for eyeglasses and contacts following cataract surgery	100% after combined annual deductible *for eyeglasses and contacts following cataract surgery	100% after combined annual deductible *for eyeglasses and contacts following cataract surgery
	<ul style="list-style-type: none"> Diabetic Eye Exam 	100%	100%	100%	100%
	<ul style="list-style-type: none"> Acupuncture (Medicare-covered) Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements. Limited to 20 combined visit(s) per year 	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Preventive Services	<ul style="list-style-type: none"> Abdominal Aortic Aneurysm Screening Alcohol Misuse Screening and Counseling Annual Wellness Visit Bone Mass Measurement Breast Cancer Screening Cardiovascular Disease Behavioral Therapy Cardiovascular Disease Screening Cervical and Vaginal Cancer Screening Colorectal Cancer Screening Depression Screening Diabetes Screening Diabetes Self-Management Training Glaucoma Screening Hepatitis C Screening HIV Screening Kidney Disease Education Services Immunizations Lung Cancer Screening Medicare Diabetes Prevention Program Medical Nutrition Therapy Obesity Screening and Therapy Physical Exams (Routine) Prostate Cancer Screening Exam Smoking and Tobacco Use Cessation STI Screening and Counseling "Welcome to Medicare" Preventive Visit 	100%	100%	100%	100%
Inpatient Hospital Services	Inpatient Care (All Authorized Admissions)	100% after combined annual deductible per admission	100% after combined annual deductible per admission	100% after combined annual deductible per admission	100% after combined annual deductible per admission
	Inpatient Physician Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible per admission	100% after combined annual deductible per admission	100% after combined annual deductible per admission	100% after combined annual deductible per admission
Inpatient Psychiatric Facility	Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible per admission *190 day lifetime limit in a psychiatric facility	100% after combined annual deductible per admission *190 day lifetime limit in a psychiatric facility	100% after combined annual deductible per admission *190 day lifetime limit in a psychiatric facility	100% after combined annual deductible per admission *190 day lifetime limit in a psychiatric facility
	Inpatient Mental Health/Substance Abuse Physician Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Partial Hospitalization	Mental Health/Substance Abuse Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Opioid Treatment Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Outpatient Hospital	Surgical Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Diagnostic Colonoscopy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Advanced Imaging Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Nuclear Medicine Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Diagnostic Procedures and Tests	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Lab Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Radiation Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Cardiac Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Pulmonary Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible

	• Chemotherapy Drugs	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Renal Dialysis Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Opioid Treatment Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Outpatient Physician Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Skilled Nursing Facility (SNF)	• SNF Care (no 3 day hospital stay is required)	100% after combined annual deductible per day (days 1-100) •Plan pays \$0 after 100 days	100% after combined annual deductible per day (days 1-100) •Plan pays \$0 after 100 days	100% after combined annual deductible per day (days 1-100) •Plan pays \$0 after 100 days	100% after combined annual deductible per day (days 1-100) •Plan pays \$0 after 100 days
	• SNF Physician Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Urgent Care Center	• Urgently Needed Care	100%	100%	100%	100%
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Emergency Room	• Emergency Services (2)	100%	100%	100%	100%
	• Emergency Room Physician Services	100%	100%	100%	100%
Ambulance	• Ambulance Services	100% after combined annual deductible per date of service •Limited to Medicare-covered transportation	100% after combined annual deductible per date of service •Limited to Medicare-covered transportation	100% after combined annual deductible per date of service •Limited to Medicare-covered transportation	100% after combined annual deductible per date of service •Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	Member receives in-network benefit when services are received from a participating PPO provider in another Humana PPO service area.	N/A	Member receives in-network benefit when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	80% coinsurance limited to emergency Medicare-covered services. \$100 deductible per year, \$25,000 Maximum Benefit per year or 60 consecutive days, whichever is reached first.	N/A	80% coinsurance limited to emergency Medicare-covered services. \$100 deductible per year, \$25,000 Maximum Benefit per year or 60 consecutive days, whichever is reached first.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Freestanding Radiological Facility	• Advanced Imaging Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Nuclear Medicine Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Ambulatory Surgical Center	• Surgical Procedures	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Freestanding Laboratory	• Lab Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Dialysis Center	• Renal Dialysis Services	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Home Health	• Home Health Care	100% after combined annual deductible •excludes Personal Home Care	100% after combined annual deductible •excludes Personal Home Care	100% after combined annual deductible •excludes Personal Home Care	100% after combined annual deductible •excludes Personal Home Care
DME Provider	• Durable Medical Equipment	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Diabetic Monitoring Supplies	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Medical Supply Provider	• Medical Supplies	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Prosthetics Provider	• Prosthetics	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Pharmacy (Part B Only)	• Durable Medical Equipment	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Medical Supplies	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
	• Diabetic Monitoring Supplies	100%	100%	100%	100%
	• Medicare-covered Part B Drugs	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible	100% after combined annual deductible
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A	100%	N/A
	• Specialist - Virtual Visit	100%	N/A	100%	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A	100%	N/A
Other Benefits	• COVID-19 Testing and Treatment - Based on Place of Treatment (POT)	•100%	•100%	•Available	•Available

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.

Extra Benefits (MSB)	• SilverSneakers®	Available	Available
	• Personal Health Coaching	Available	Available
	• Smoking Cessation (Additional)	Available	Available
	• Meal Program	Available	Available
	• Post-Discharge Transportation Services	Available	Available
	• Post-Discharge Personal Home Care	Available	Available
Care Management	• Clinical Programs/Disease Management (3) - Case Management - Humana at Home® - Chronic Condition Management - Transplant Management - Behavioral Health Care Coordination	Available	Available

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a 'per visit' basis, unless otherwise noted.
 (2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
 (3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.
2023 COVID-19 Testing and Treatment Update: Plan specific cost share is applicable to hospitalization, medical services, and FDA approved Rx with confirmed COVID-19 diagnosis.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor. The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. In addition, they are not subject to the Medicare appeals process. Any disputes regarding these products and services should be addressed with Customer Care by calling the number on the back of your Humana membership card. CMS does not permit discussing the below services with potential enrollees prior to enrollment.

Extra Services (VAIS)	• Complementary and Alternative Medicine and Weight Management - Not available in Puerto Rico	Available	Available
	• Dental Discount (Florida GoldPlus) - Available in Florida only	Available	Available
	• Dental Discount (HumanaDental) - Not available in Florida or Puerto Rico	Available	Available
	• Healthy Hearing Discount (HearUSA) - Available in Florida only	Available	Available
	• Hearing Discount (TruHearing) - Not available in Florida or Puerto Rico	Available	Available
	• Lifeline® Medical Alert Systems	Available	Available
	• Meal Delivery Discount (Freshly) - Not available in Alaska, Hawaii or Puerto Rico	Not Available	Available
	• Meal Delivery Discount (Mom's Meals)	Available	Available
	• Bill Management Service (Silver Bills)	Not Available	Available
	• Vision Discount (EyeMed)	Available	Available

Go365® by Humana is included in this plan:

Go365 is a wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help them establish and maintain a healthy lifestyle. As they achieve manageable health goals, Go365 keeps members engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting and Annual Wellness Exam, or volunteering, members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

HUMANA MEDICARE EMPLOYER Rx PLAN

2023 Rx for City of Ottumwa Rx 459
Group Plus Formulary - PDG 2
Effective Date: 01/01/2023 - 12/31/2023

30 day Supplies

Plan/ Option	30 day Standard Retail from \$0 to Catastrophic (1)				30 day Standard Retail from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
079/215	\$10	\$25	\$40	\$40	Member pays the greater of \$4.15 for generic/preferred multi-source drugs/biosimilars and \$10.35 for all other drugs; OR 5% coinsurance (\$40 maximum out-of-pocket per prescription)	\$7,400

Plan/ Option	30 day Standard Mail Order from \$0 to Catastrophic (1)				30 day Standard Mail Order from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
079/215	\$10	\$25	\$40	\$40	Member pays the greater of \$4.15 for generic/preferred multi-source drugs/biosimilars and \$10.35 for all other drugs; OR 5% coinsurance (\$40 maximum out-of-pocket per prescription)	\$7,400

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
 Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
 Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
 Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

90 day Supplies

Plan/ Option	90 day Standard Retail (2) from \$0 to Catastrophic (1)				90 day Standard Retail (2) from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
079/215	\$30	\$75	\$120	N/A	Member pays the greater of \$4.15 for generic/preferred multi-source drugs/biosimilars and \$10.35 for all other drugs; OR 5% coinsurance (\$120 maximum out-of-pocket per prescription)	\$7,400

Plan/ Option	90 day Standard Mail Order (2) from \$0 to Catastrophic (1)				90 day Standard Mail Order (2) from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
079/215	\$20	\$50	\$80	N/A	Member pays the greater of \$4.15 for generic/preferred multi-source drugs/biosimilars and \$10.35 for all other drugs; OR 5% coinsurance (\$80 maximum out-of-pocket per prescription)	\$7,400

Footnotes

1 Catastrophic: When a member's True Out Of Pocket (TROOP) cost reaches \$7,400.

2 Retail and Mail Order: Retail and Mail Order benefit for a 90-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:

- a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
- b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price, not to include maximums.

Extra Services

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor. The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. In addition, they are not subject to the Medicare appeals process. Any disputes regarding these products and services should be addressed with Customer Care by calling the number on the back of your Humana membership card. CMS does not permit discussing the below services with potential enrollees prior to enrollment.

Prescription Medication Discount	Members show their Humana member ID card at participating pharmacies when they buy non-covered prescription medicines to receive any available discounts. Depending on the medicine purchased, quantity limits may apply.
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This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. The formulary and pharmacy network may change at any time. You will receive notice when necessary. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer Prescription Drug plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

CITY OF OTTUMWA
Staff Summary

FILED
2022 AUG 11 PM 12:06
CITY CLERK

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 212-2022 - Resolution Approving the Wapello County / City of Ottumwa Law Enforcement Center Maintenance Budget for the Fiscal Year Ending June 30, 2023.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 212-2022

DISCUSSION:

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

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 212-2022

**RESOLUTION APPROVING THE WAPELLO COUNTY / CITY OF OTTUMWA LAW
ENFORCEMENT CENTER MAINTENANCE BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2022**

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

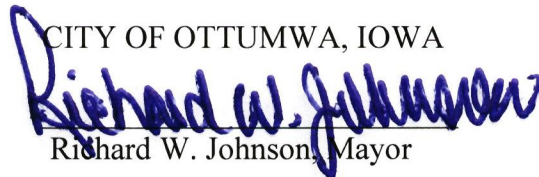
WHEREAS, the City of Ottumwa and Wapello County have entered into a Joint Law Enforcement Center Agreement regarding facility maintenance; and

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

NOW, THEREFORE, BE IT RESOLVED, the annual budget for the fiscal year ending June 30, 2023 as set forth in the attached summary is hereby approved and the Mayor is authorized to execute on behalf of the City of Ottumwa.

APPROVED, PASSED AND ADOPTED, this 16th day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



2022-2023 WAPELLO COUNTY/CITY OF OTTUMWA LAW ENFORCEMENT CENTER MAINTENANCE BUDGET

FUND 15 - DEPARTMENT 14

RESOURCES: BEGINNING FUND BALANCES and INCOME	LINE	(A) Actual Fiscal Year Beginning July 1, 2020	(B) Re-Estimated Fiscal Year Beginning July 1, 2021	(C) Fiscal Year Beginning July 1, 2022	REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE	LINE	(A) Actual Fiscal Year Ending June 30, 2021	(B) Re-Estimated Fiscal Year Ending June 30, 2022	(C) Fiscal Year Ending June 30, 2023
	1					1			
	2					2			
	3				430-Natural Gas	3			
	4				431-Electric Power	4			
	5				432-Water	5			
	6					6			
COUNTY SHARE PER SQ. FT.(D)	7				441--Building Repair/Maint	7	7,768	8,000	8,000
CITY SHARE PER SQ. FT.(D)	8				442-Fixed Plant Equipment	8	67,359	56,000	56,000
COUNTY SHARE MISC (8)	9				445--Plumbing Equipment	9	46,262	30,000	30,000
CITY SHARE MISC (8)	10				462--Real Property Insurance	10	12,033	14,000	14,500
EXCESS FROM HOUSING (B)(line 26)	11	10,740	10,000	10,000	Inter-Fund Transfer	11			
INTEREST EARNED ON FUND (C)	12	8,532	600	600		12			
OTHER (LIST)	13				Major Repairs	13			
Local Option Tax	14				610--Building-Roofs	14	370,762	538,482	300,000
Refunds	15				611--Air Conditioning	15			
Miscellaneous	16	510			612--Major Heating	16			
Inter-Fund Transfer	17				613--Major Plumbing	17			
	18					18			
	19					19			
	20					20			
Sub-Total Other Receipts	21	19,782	10,600	10,600	Sub-Total Expenditures	21	504,184	646,482	408,500
BEGINNING FUND BALANCE AND OTHER RECEIPTS	22	1,658,585	1,174,183	538,301	ENDING FUND BALANCE	22	1,174,183	538,301	140,401
	23					23			
	24					24			
TOTAL RESOURCES	25	1,678,367	1,184,783	548,901	TOTAL REQUIREMENTS	25	1,678,367	1,184,783	548,901

Signed *Jerry L. Parks* Date 8-9-2022
 Chair, Board of Supervisors

Signed *Richard W. Johnson* Date 8/16/22
 Mayor, City of Ottumwa

JOINT LAW ENFORCEMENT CENTER AGREEMENT
Wapello County/City of Ottumwa, Iowa

This agreement is entered into by and between the City of Ottumwa, Iowa, hereinafter referred to as the City and Wapello County, Iowa, hereinafter referred to as the County.

Whereas, the City and County wish to enter into an agreement to build, staff, and operate a Joint Law Enforcement Center which would house the Wapello County Sheriff's Office, the Wapello County Jail, and the Ottumwa Police Department.

1. The City and the County agree to work together to promote the safety and security of the citizens of Ottumwa and Wapello County, Iowa through a Joint Law Enforcement Center.
2. The County agrees to provide a Law Enforcement Center building located at the 300 block of West Second. The County will own the building and the land that the project utilizes, including the parking lots. The City will occupy the designated areas of the Law Enforcement Center and will not be subject to paying rent for such space for the life of the Law Enforcement Center building.
3. It shall be the responsibility of the County to obtain and maintain property insurance on the building. The cost of such insurance shall be assessed to the City and the County based on the amount of square footage occupied by each agency. The City and County shall each pay 50% of the cost of insurance for the shared spaces. Both the County and the City shall be responsible for the maintenance of insurance for it's own respective liability and personal property within the building.
4. The Sheriff and the Chief of Police shall be responsible for their own areas of the Law Enforcement Center and jointly share control over the shared spaces. The Sheriff and the Police shall be empowered to set and enforce rules regarding the use and security of their own areas of control.
5. A construction committee comprised of the Sheriff and Police Chief will operate and remain in existence during the construction of the Law Enforcement Center. Other officials from the City and County may also attend these meetings. Formal meetings will be held with the construction manager and architects on a weekly basis during the construction phase. The architects will be included monthly or as needed.
6. For conflict resolutions, including financial issues, regarding this facility both the City and County agree to enter into a contact with a professional mediator/arbitrator, pursuant to Chapter 679A, 1997 Code of Iowa. All disputes will be settled within 60 days. Cost for such service will be split equally between the City and the County. Arbitrator's decisions may be appealed to District Court, pursuant to Iowa Law.

7. Each entity shall provide its own dispatcher employees from a central location in the Joint Law Enforcement Center. The parties agree that one agency will not fill in for the other's dispatchers, even in the event of a vacancy. Neither entity shall be responsible or liable in any manner for dispatching of the other entities calls or personnel.
8. The City and the County will pay their own utility costs. The County will pay the utility costs of the shared spaces and the City shall reimburse the County 50% of those costs. The City shall pay their share of insurance costs, routine costs such as snow removal, lawn work, etc., based on square footage of the City's use of the Law Enforcement Center.
9. A maintenance fund shall be established and maintained by the County. The intent of the fund is to provide for annual maintenance requirements as well as to accumulate funds for major maintenance and repair items which will be needed in the future. Examples of major items include replacement of roof, heating and air conditioning systems, parking areas, etc. The following monies will be deposited in the fund:
 - A) Sales tax revenues collected and not required for the construction and initial equipping of the facility or for reimbursement of housing prisoners in other jurisdictions prior to opening of the facility,
 - B) One half of revenue from housing of prisoners from other jurisdictions over and above the expenses to house these prisoners. However, in the event that the County has remaining unreimbursed expenses from housing its excess prisoners in other counties after 7-1-97, this revenue stream shall revert to Wapello County until such time as the County has been reimbursed for these losses. After that, these revenues shall be placed into the maintenance fund.
 - C) A payment from the County General Fund equal to the interest earned on cash balances in the Maintenance Fund.
 - D) Fifty Cents (\$.50) per square foot occupied by each entity with \$.25 per foot from each entity for shared space. This payment shall be reduced by the revenue from (B) and (C) above, but shall not be less than zero.

The use of the money in the fund shall be determined as follows:

- A) ANNUAL BUDGET- A staff committee comprised of the Sheriff, Police Chief, City Finance Director, and County Auditor shall prepare a budget for each year which will include minor maintenance items (light-bulbs, broken windows, painting, flooring, etc.) as well as major items. The committee will present the budget to the County Supervisors and to the City Council and both entities must approve before the budgeted funds can be spent.
- B) Purchasing policies of the County will be followed
- C) Emergency unbudgeted purchases from the fund will be made only upon recommendation of the committee and approval of both the County Supervisors and the City Council.

10. Custodial Services for the Sheriff's Office and Jail will be the responsibility of the County. Custodial Services for the Police Department and shared spaces will be the responsibility of the City. The County will reimburse the City for 50% of the custodial expenses for the shared spaces.
11. Both the City and the County shall each provide it's own telephone system in their respective portions of the building and shall be responsible for the costs of those systems. Telephones in joint use areas will be provided for in an equitable manner by each party, i.e., an equal amount of phones will be maintained.
12. This agreement shall be for the life of the facility with all sections except number 1, 2, 4, and 6 subject to review every (5) years. All parts of the agreement may be amended with approval of the City Council and the County Board of Supervisors.
13. This agreement is entered into in anticipation of voter approval of a .85 Cent Local Option Sales tax for construction of the facility and shall be null and void in the event such approval is not gained by July 1, 1998.
14. The previous Joint Law enforcement Center Agreement between Wapello County and the City of Ottumwa, Iowa entered into on June 3, 1997 is hereby revoked.

CITY OF OTTUMWA

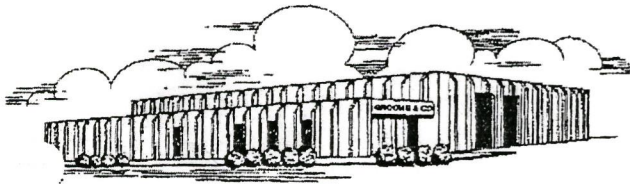
Dale M. Uehling 2/3/98
Dale Uehling, Mayor

ATTEST Ann Cullinan 2/3/98
Ann Cullinan, City Clerk

WAPELLO COUNTY

Dean Giltner 1-27-98
Dean Giltner, Chair

ATTEST Mary Gaskill 1-27-98
Mary Gaskill, Wapello Co. Auditor



Grooms & Company Construction Inc.
General Contractors and Builders

PHONE 515-682-7553

FAX 515-684-5457

505 GATEWAY DRIVE OTTUMWA, IOWA 52501-2314

-BRANCH OFFICE-

29420 LONG BRANCH LAKE ROAD, MACON MISSOURI 63552

August 17, 2000

Lt. Mark Hagist
Ottumwa Police Department
Ottumwa, IA 52501

and

Sheriff Don Kirkendall
Wapello County Sheriff's Office
Ottumwa, IA 52501

Re: Square Footage of spaces in the Wapello County Joint Law Enforcement Center

Dear Mark and Don:

Based upon our calculations and using the plan that you and Sheriff Don Kirkendall developed, we are able to present the following square footages for the areas designated below:

	Square Footage	% of Space
Ottumwa Police Space	12,288	20%
Wapello County Sheriff's Space	43385	70%
<u>Shared Space</u>	<u>6,175</u>	<u>10%</u>
Total Space	61,848	100%

If you have any questions please don't hesitate to call our office.

Sincerely,

Gregg Clubb

FILED

2022 AUG 11 AM 1:50

CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 16 2022

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #214-2022. Approving the contract, bond, and certificate of insurance for the Troeger Parking Lot 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 #214-2022.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Drish Construction of Fairfield, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the August 2, 2022 City Council Meeting in the amount of \$608,859.25.

The plan set bidding documents allowed two bidding scenarios. The project was bid with a late start date of April 1, 2023.

Bid Amount: \$608,859.25

Engineers estimate: \$569,377.50

RESOLUTION #214-2022

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE TROEGER PARKING LOT PROJECT

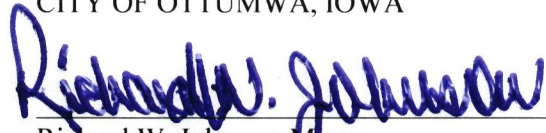
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Drish Construction of Fairfield, Iowa in the amount of \$608,859.25 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Drish Construction of Fairfield, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **August 16, 2022**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Drish Construction, Fairfield, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**Troeger Parking Lot - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **alternate late start date of April 1, 2023 and 50 working days** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$608,859.25** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:
Christina Reinhard
Title City Clerk

Drish Construction, Inc.
Contractor

By Roger D Drish Roger D Drish
Title President

Address 1701 S MAIN ST

City, State, Zip Fairfield, IA 52556

SECTION 00510

**PLEASE NOTE: THIS IS A NEW FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.**

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

BOND NO. IAC586408

PRINCIPAL *(Legal Name and Business Address)*

Drish Construction, Inc., 1701 S. Main Street, Fairfield IA 52556

STATE OF INCORPORATION

Iowa

SURETY *(Legal Name and Business Address)*

Merchants Bonding Company (Mutual)
6700 Westown Parkway, W. Des Moines IA 50266

CONTRACT NO.

CONTRACT DATE

August 16, 2022

PENAL SUM OF BOND *(Expressed in words and numerals)*

Six Hundred Eight Thousand, Eight Hundred Fifty-Nine and 25/100 (\$608,859.25)

KNOW ALL BY THESE PRESENTS:

That we, Drish Construction, Inc., as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and

Merchants Bonding Company (Mutual), as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of

Six Hundred Eight Thousand, Eight Hundred Fifty-Nine and 25/100
dollars (\$608,859.25), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 16th day of August, 2022, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Troeger Parking Lot

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

**A 5180 SY, 7" PCC parking lot located in Troeger Park. Work will include
grading, hauling, sub base, and storm sewer improvements. Work also
includes new sidewalk along Church Street and crosswalk improvements.**

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default of failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 16th day of August, 2022.

Surety Countersigned By:

Sofia Burnette
Signature of Agent

Sofia Burnette

Printed Name of Agent

Ruhl & Ruhl Insurance

A Division of HUB International

Company Name

212 Brady Street, Suite 4B

Company Address

Davenport, IA 52801

City, State, Zip Code

(563) 324-1981

Company Telephone Number

PRINCIPAL:

Drish Construction, Inc.

Contractor

By:

Roger D. Drish
Signature

Roger D. Drish, President

Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By:

Joyce L. Briggs
Signature Attorney-in-Fact Officer

Joyce L. Briggs

Printed Name of Attorney-in-Fact Officer

Ruhl & Ruhl Insurance

A Division of HUB International

Company Name

212 Brady Street, Suite 4B

Company Address

Davenport, IA 52801

City, State, Zip Code

(563) 324-1981

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aaron E Matlock; Adam Kerns; Brian C Matlock; Joyce L Briggs; Laura A Foust; Meredith T Morrow; Michael F Wernsman; Scott A Saveraid; Seth W Doup; Stacy A Banfield; Walter G Zimmerer

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of March, 2021.

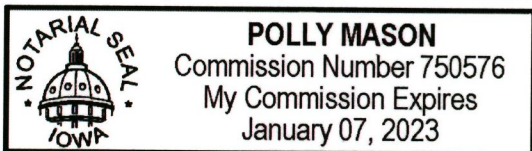


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16 day of August 2022



William Warner Jr.
Secretary

FILED

2022 AUG 11 AM 11:38

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 16 2022

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

AP RB

City Administrator Approval

AGENDA TITLE: Resolution #215-2022. Approving the contract, bond, and certificate of insurance for the Bridge View Hotel Parking Lot Extension 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 #215-2022.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete and Construction of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the August 2, 2022 City Council Meeting in the amount of \$473,143.50.

The plan set bidding documents allowed two bidding scenarios. The project was bid with a late start date of April 1, 2023.

Bid Amount: \$473,143.50

Engineers estimate \$574,256.

RESOLUTION #215-2022

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE BRIDGE VIEW HOTEL PARKING LOT EXTENSION PROJECT

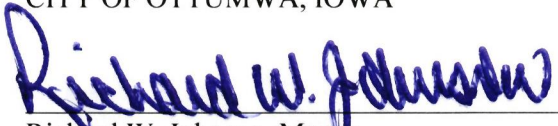
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete and Construction of Douds, Iowa in the amount of \$473,143.50 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with DC Concrete and Construction of Douds, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **August 16, 2022**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete and Construction of Douds, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **“Bridge View Hotel Parking Lot Extension Ottumwa, Iowa - Ottumwa, Iowa”** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the “Notice to Proceed” and shall be completed by **alternate late start date of April 1, 2023 and 45 working days** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$473,143.50** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR’S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer’s Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:

Christina Rankard
Title City Clerk

DC Concrete & Construction
Contractor

By Budjet Hoff
Title Co-Owner
Address 15476 Emerald Hill
City, State, Zip Bowls, Iowa 52551



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alex Kessel c/o FBL Financial Group Inc. 713 1st Street PO Box 69 Keosauqua, IA 52565-0069		CONTACT NAME: Alex Kessel PHONE (A/C, No, Ext): (319) 293-7101 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED DC CONCRETE AND CONSTRUCTION 15476 EMERALD RD DOUDS, IA 52551-8104		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Farm Bureau Property & Casualty Insurance Company	NAIC # 13773
		INSURER B: Scottsdale Insurance Company	41297
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> <input type="checkbox"/>	CPS7569468	05/03/2022	05/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/> <input type="checkbox"/>	CPP0004104	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>	CXS0020932	05/03/2022	05/03/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A <input type="checkbox"/>	WC 6005357	08/30/2022	08/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bridgeview Hotel Parking Lot Extension Project

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ron Mitchell, Underwriting Vice President

SECTION 00510

**PLEASE NOTE: THIS IS A NEW FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.**

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

PRINCIPAL <i>(Legal Name and Business Address)</i> DC Concrete and Constructions 15476 Emerald Rd Douds, IA 52551		STATE OF INCORPORATION Iowa	
SURETY <i>(Legal Name and Business Address)</i> West Bend Mutual Insurance Company 1900 South 18th Ave West Bend, WI 53095		CONTRACT NO.	CONTRACT DATE August 16, 2022
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> 473,143.50 Four hundred Seventy-Three Thousand One Hundred Forty-three dollars and Fifty Cents			

KNOW ALL BY THESE PRESENTS:

That we, DC Concrete and Construction, as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and West Bend Mutual Insurance Company, as SURETY are held and firmly bound unto *the City of Ottumwa, Iowa*, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Seventy-Three Thousand, One Hundred Forty-Three Dollars and Fifty Cents dollars (\$ 473,143.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the 16 day of August, 2022, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Bridge View Hotel Parking Lot Extension

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

A 4575 SY, 7" PCC parking lot at the south end of the existing Bridge View Parking Lot. Work will also include 452 LF of 24" RCP, new storm sewer installation and crosswalk improvements.

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default of failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Project No. _____

Witness our hands, in triplicate, this 11 day of August, 2022.

Surety Countersigned By:

Ray Vens
Signature of Agent

Ray Vens
Printed Name of Agent

Gamrath Doyle & Associates
Company Name

306 W. Burlington Ave
Company Address

Fairfield, IA 52556
City, State, Zip Code

1(641)472-2141
Company Telephone Number

PRINCIPAL:

DC Concrete & Construction, LLC
Contractor

By: [Signature]
Signature
Co-Owner
Title

SURETY:

West Bend Mutual Insurance Company
Surety Company

By: Ray Vens
Signature Attorney-in-Fact Officer

Ray Vens
Printed Name of Attorney-in-Fact Officer

West Bend Mutual Insurance Company
Company Name

1900 South 18th Avenue
Company Address

West Bend, WI 53095
City, State, Zip Code

(608) 410-3410
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



THE SILVER LINING®

Bond No. 2524770

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Ray Vens 

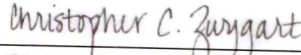
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

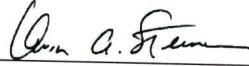
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest 
Christopher C. Zwygart
Secretary

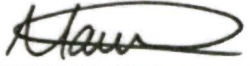



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.





Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of August, 2022.




Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

FILED

2022 AUG 11 PM 12:10

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

Zach Simonson

Prepared By

Zach Simonson

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 213-2022: RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO ELLIOTT OIL COMPANY

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive public comments,
Close public hearing,
Pass and adopt Resolution No. 213-2022

DISCUSSION: This resolution approves the purchase agreement and authorizes the conveyance of property to Elliott Oil. The subject property is the property vacated by Ordinance 3205-2022, a second of alley. The purchase of this property is subject to utility and access easements which will be generated prior to closing. The sale of the property benefits the new fuel station project at this location.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

August 16, 2022

5:30 p.m.

- Public hearing on the proposal to convey real property to Elliott Oil Company
- Resolution approving and authorizing the conveyance of real property to Elliott Oil Company

IMPORTANT INFORMATION

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

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

August 16, 2022

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

Sandra Pope, Marc Roe, Cara Galloway

Absent: Russ Hull, Doug McAntire

Vacant: None

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed conveyance of an interest in real property, and that notice of the proposed action had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that zero written objections had been filed. The Mayor then called for oral objections and none were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

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

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

Whereupon, Council Member Roe then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO ELLIOTT OIL COPMANY", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: Pope, Roe, Galloway

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 213-2022

RESOLUTION APPROVING AND AUTHORIZING THE
CONVEYANCE OF REAL PROPERTY TO ELLIOTT OIL
COMPANY

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Elliott Oil Company (the "Grantee") in the form of a Purchase Agreement (the "Agreement"), which Agreement proposes that the City convey certain of its land to the Grantee, which land is legally described as follows:

THAT PORTION OF THE PLATTED 16.5 FOOT ALLEY LYING SOUTHWESTERLY AND ADJOINING LOT FIVE (5) AND LOT SIX (6) IN HIGHLAND PARK ADDITION TO THE CITY OF OTTUMWA AND LOT FIVE (5) AND THE NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION TO THE CITY OF OTTUMWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT FIVE (5) IN HIGHLAND PARK ADDITION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY A DISTANCE OF 203 FEET TO THE SOUTHEAST CORNER OF THE NORTHWESTERLY EIGHT (8) FEET OF SAID LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION; THENCE 16.5 FEET ALONG THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) TO THE NORTHEASTERLY LINE OF LOT 14 IN SAID HINSEY & HEDRICK'S ADDITION, SAID POINT LYING ON THE SOUTHWESTERLY LINE OF SAID ALLEY; THENCE NORTHWESTERLY 203 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ALLEY TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 5 IN HIGHLAND PARK ADDITION; THENCE NORTHEASTERLY 16.5 FEET ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

WHEREAS, the above-described property was previously a City-owned public alleyway, which has been vacated by separate action of this Council; and

WHEREAS, pursuant to notice published as required by law, at this meeting, the City Council has held a hearing on the proposal to convey an interest in real property and the extent of objections received from residents or property owners as to said proposed transaction has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the real property described herein shall be conveyed by the City to Elliott Oil Company for \$1 and payment of other good and valuable consideration. Conveyance by the City shall be by deed without warranty.

Section 2. The Mayor and City Clerk are authorized to sign the Purchase Agreement and all conveyance documents for the real property described herein.

Section 3. The Mayor, City Clerk, and administrative officers of the City are authorized to take all actions necessary to complete the above-described transaction, including execution of ancillary documents.

Section 4. The real property is described as follows:

THAT PORTION OF THE PLATTED 16.5 FOOT ALLEY LYING SOUTHWESTERLY AND ADJOINING LOT FIVE (5) AND LOT SIX (6) IN HIGHLAND PARK ADDITION TO THE CITY OF OTTUMWA AND LOT FIVE (5) AND THE NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION TO THE CITY OF OTTUMWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT FIVE (5) IN HIGHLAND PARK ADDITION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY A DISTANCE OF 203 FEET TO THE SOUTHEAST CORNER OF THE NORTHWESTERLY EIGHT (8) FEET OF SAID LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION; THENCE 16.5 FEET ALONG THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) TO THE NORTHEASTERLY LINE OF LOT 14 IN SAID HINSEY & HEDRICK'S ADDITION, SAID POINT LYING ON THE SOUTHWESTERLY LINE OF SAID ALLEY; THENCE NORTHWESTERLY 203 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ALLEY TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 5 IN HIGHLAND PARK ADDITION; THENCE NORTHEASTERLY 16.5 FEET ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

PASSED AND APPROVED this August 16, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christina Renhard
City Clerk

A faint circular seal is visible behind the signature of Christina Renhard. The seal contains the text "CITY OF" and "2014" around the perimeter.

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 16th day of August, 2022.

Christa Rueland
City Clerk, City of Ottumwa, State of Iowa

Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated August 11th, 2022, and is between the City of Ottumwa, Iowa (the "Seller") and the Elliott Oil Company, an Iowa corporation (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property legally described on **Exhibit A**, together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record, (iii) restrictive covenants of record; and (iv) those easements described in this agreement, to be created prior to Closing consistent with the terms of section 8 of this agreement (the "Property").
2. **Purchase Price.** The purchase price to be paid by the Buyer to Seller at Closing shall be \$1.00 (the "Purchase Price"). In addition to the Purchase Price, the Buyer's consideration under this agreement includes the Buyer's payment of all costs related to this transaction, as further described in section 4 of this agreement.
3. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties to occur within 30 days of the completion of recording of the easements described in section 8 (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, and (ii) the Seller's receipt of all funds due from the Buyer under this agreement ("Closing").
4. **Costs Paid at Closing.** At Closing, Buyer shall pay all settlement fees, all abstracting costs, all document preparation fees, transfer taxes, and recording fees, as well as all fees and expenses normally attributable to Buyers of real estate in Iowa. Further, at Closing, Buyer shall pay an amount equal to Seller's attorney fees and legal expenses related to this agreement and the conveyance of the Property to Buyer, including costs related to vacating the portion of an alley lying over the Property (including, but not limited to, legal fees and publication fees for related notices), costs related to surveying the Property to determine a legal description, and costs related to the easements described in section 8 of this agreement.
5. **Real Estate Taxes.** The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes assessed against the Property.
6. **Special Assessments.** The Seller shall pay all special assessments which are a lien on the Property as of the Closing Date. The Buyer shall pay all other special assessments.
7. **Risk of Loss and Insurance.** The Seller agrees to maintain any property casualty insurance it currently carries to protect against damage or destruction of the Property until the Closing Date. If the Property is significantly damaged or is destroyed prior to the Closing Date, the Buyer may elect to: (i) terminate this agreement by written notice to the Seller, or (ii) complete the Closing and receive insurance proceeds payable under the Seller's insurance policies described in this section 5.
8. **Easements and Right of Access.**

- a. Prior to Closing, Seller shall provide for the creation of easement access rights to all existing utility providers using the alley right-of-way on the Property (including, but not limited to, Alliant Energy, Century Link, Mediacom, and the City of Ottumwa), to allow access to their current utility infrastructure, now and in the future, for maintenance, repair patrol, operation and reconstruction to said infrastructure.
- b. Prior to Closing, Seller shall provide for the creation of easement rights for the existing private sewer lateral underneath the alley, for the benefit of the owners of 1044 W. 3rd Street, Ottumwa, Iowa.
- c. Prior to Closing, Buyer and Seller shall work cooperatively to prepare and record access easements across Buyer's existing property located adjacent to the Property and across the Property for the benefit of the owners of (1) 1032 W. 3rd Street, Ottumwa, Iowa; (2) 1036 W. 3rd Street, Ottumwa, Iowa; and (3) 1044 W. 3rd Street, Ottumwa, Iowa; which easements shall provide for the listed property owners' continued access to their respective properties, in substantially the same manner as during the time the Property was a public alley.
- d. The parties agree to promptly complete the creation of the various easements described in this section 8 following execution of this agreement. Upon completion of recording the easements described in this section 8, the Seller shall deliver written notice of such completion to the Buyer and the parties shall agree upon a date certain for the Closing Date.

9. **Inspection and Disclaimer of Warranties.** The Buyer acknowledges and agrees that the Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. The Buyer represents to the Seller that the Buyer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Buyer deems necessary to satisfy itself as to the condition of the Property. The Buyer acknowledges and agrees that at the Closing, the Buyer shall accept the Property "as is, where is, with all faults." At the Closing, the Buyer shall be deemed to have released the Seller from any claims, known or unknown, which the Buyer might have asserted or alleged against the Seller arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. The Buyer acknowledges that the compensation to be paid to the Seller for the Property considers that the Property is being sold subject to the provisions of this section 9.

10. **Abstract and Title.** Seller, at Buyer's request and expense, shall promptly obtain an abstract of title to the Property continued to and including the date of this Agreement and deliver it to Buyer's attorney to examine and render a title opinion. If the title opinion does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

11. **Survey.** If required, Buyer shall, at Buyer's expense prior to Closing, have the Property surveyed by a registered land surveyor. The survey shall be used as the legal description of the property for purposes of creating the abstract of title under section 10 of this agreement and preparing the deed under section 12 of this agreement.

12. **Deed.** Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by deed without warranty, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

13. **Remedies of the Parties.**

- a. If the Seller breaches, repudiates, or otherwise fails to timely perform this agreement, the Buyer's sole and exclusive remedy will be to terminate this agreement by written notice to the Seller and to recover its actual out-of-pocket expenses associated with this transaction from the Seller.
- b. If the Buyer breaches, repudiates, or otherwise fails to timely perform this agreement, the Seller may elect to (i) terminate this agreement by written notice to the Buyer, or (ii) to enforce this agreement by any remedy available to it under law, including specific performance.
- c. The prevailing party in any dispute arising out of this agreement shall be entitled to obtain judgment for its reasonable costs and attorney fees.

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

If to the Seller:

City of Ottumwa, Iowa
ATTN: City Clerk
105 E 3rd Street
Ottumwa, IA 52501

If to the Buyer:

Elliott Oil Company
ATTN: Andrew E. Woodard
207 W. Second Street
Ottumwa, IA 52501

15. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

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

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

18. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

19. **Survival.** This agreement shall survive the Closing.

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

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

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

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

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

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

25. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

26. **Approval.** This agreement is conditional upon due and proper approval by the governing body of Seller, including the City Council of Ottumwa, Iowa completing the vacation of the alley over the Property and approving the sale of the Property in accordance with requirements set forth in the Iowa Code.

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

SELLER:
CITY OF OTTUMWA, IOWA

BUYER:
ELLIOTT OIL COMPANY

By: Richard W. Johnson
Mayor

By: Andrew E. Woodard
Andrew E. Woodard

By: Christina Reinhard
City Clerk

Its: President & COO

Date: August 16, 2022

Date: August 11, 2022

02067173-1\10981-1025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That portion of the platted 16.5 foot alley lying Southwesterly and adjoining Lot Five (5) and Lot Six (6) in Highland Park Addition to the City of Ottumwa AND Lot Five (5) and the Northwesterly Eight (8) feet of Lot Six (6) in Hinsey & Hedrick's Addition to the City of Ottumwa, being more particularly described as follows:

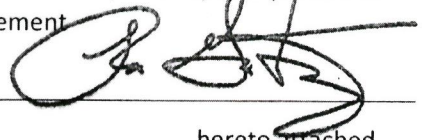
Beginning at the most Westerly corner of said Lot Five (5) in Highland Park Addition; thence Southeasterly along the Northeasterly line of said alley a distance of 203 feet to the Southeast corner of the Northwesterly Eight (8) feet of said Lot Six (6) in Hinsey & Hedrick's Addition; thence 16.5 feet along the Southwesterly extension of the Southeasterly line of said Northwesterly Eight (8) feet of Lot Six (6) to the Northeasterly line of Lot 14 in said Hinsey & Hedrick's Addition, said point lying on the Southwesterly line of said alley; thence Northwesterly 203 feet along the Southwesterly line of said alley to the Southwesterly extension of the Northwesterly line of said Lot 5 in Highland Park Addition; thence Northeasterly 16.5 feet along said extension to the Point of Beginning.

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

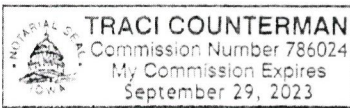
Public Hearing on a Real Estate Purchase Agreement
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 8/4/22

Subscribed and sworn to before me, and in my presence, by the said 4th day of August, 2022



Notary Public

In and for Wapello County

Printer's fee \$33.21

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON A REAL ESTATE PURCHASE AGREEMENT WITH ELLIOTT OIL TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing on Tuesday August 16, 2022 at the City Council meeting that begins at 5:30 P.M., at City Hall, located at 105 East Third Street in the City of Ottumwa, Iowa, on a Real Estate Purchase Agreement with Elliott Oil Company, pursuant to which the City would propose to sell certain real property to Elliott Oil Company for \$1.00 and Elliott Oil Company's payment of all costs associated with the transaction. The purchase agreement concerns the real property legally described as follows: That portion of the platted 16.5 foot alley lying Southwesterly and adjoining Lot Five (5) and Lot Six (6) in Highland Park Addition to the City of Ottumwa AND Lot Five (5) and the Northwesterly Eight (8) feet of Lot Six (6) in Hinsey & Hedrick's Addition to the City of Ottumwa, being more particularly described as follows: Beginning at the most Westerly corner of said Lot Five (5) in Highland

Park Addition; thence Southeasterly along the Northeasterly line of said alley a distance of 203 feet to the Southeast corner of the Northwesterly Eight (8) feet of said Lot Six (6) in Hinsey & Hedrick's Addition; thence 16.5 feet along the Southwesterly extension of the Southeasterly line of said Northwesterly Eight (8) feet of Lot Six (6) to the Northeasterly line of Lot 14 in said Hinsey & Hedrick's Addition, said point lying on the Southwesterly line of said alley; thence Northwesterly 203 feet along the Southwesterly line of said alley to the Southwesterly extension of the Northwesterly line of said Lot 5 in Highland Park Addition; thence Northeasterly 16.5 feet along said extension to the Point of Beginning. All persons interested in the Purchase Agreement 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 conveyance, of real property. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday August 16, 2022. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk Dated this 2nd day of August 2022. City Clerk, City of Ottumwa in the State of Iowa (End of Notice).

CITY OF OTTUMWA
Staff Summary

FILED
2022 AUG 11 AM 9:45
CITY CLERK

**** ACTION ITEM ****

Council Meeting of : August 16, 2022

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson *ZS*

Department Head

RJ Rusch

City Administrator Approval

AGENDA TITLE: Resolution No.216-2022. A resolution awarding the contract for the demolition of the condemned property at 236 Phillips.

****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 216-2022

DISCUSSION: Bids for this project were accepted until 2 P.M. on August 4,2022. One demolition bid was received. Dig N Doze submitted the best bids in the amount of \$9,400 for demolition. Staff recommends awarding them the contract. A bid tab is attached.

236 Phillips	Asbestos	Demolition	Total
Dig N Doze	NA	\$9,400.00	\$9,400.00
Best Bid For Demolition			
Is Dig N Doze			\$9,400

RESOLUTION NO. 216-2022

A RESOLUTION AWARDED THE CONTRACT FOR ASBESTOS ABATEMENT
AND DEMOLITION OF THE CONDEMNED PROPERTY AT 236 PHILLIPS

WHEREAS, the City of Ottumwa accepted bids for the above referenced project until 2pm on August 4, 2022; and

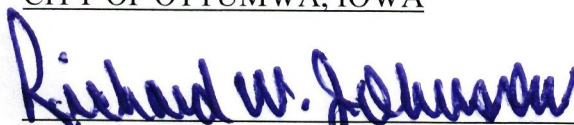
WHEREAS, the lowest qualified bid was from Dig N Doze in the amount of \$9,400 for demolition and leveling of the lot.

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

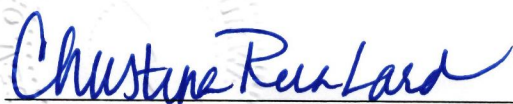
Dig N Doze be awarded the contract for the demolition of the condemned property at 236 Phillips in the amount of \$9,400 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 16th day of August 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



[CITY OF]
OTTUMWA

REQUEST BID FOR DISPOSAL AND DEMOLITION OF 236 PHILLIPS STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
236 Phillips Street	NA	9,400 ⁰⁰	9,400 ⁰⁰ Nine Thousand Four hundred ⁰⁰

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

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

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

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

D.M. Initial Form Here

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

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

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

Daniel McKee
Signature

DANIEL MCKEE
Printed Name

23260 Monarch TR
Address

641-299-7720
Telephone Number

Bloomfield IA 52537
City, State, Zip

8/1/22
Date

E-mail Address

Dig N Doze
23200 Research TA
Bloomfield IA
52539

FILED
10:50 AM
2022 AUG -2-6
CITY CLERK
OTTUMWA IA

CITY CLERK
105 EAST THIRD STREET
OTTUMWA IA 52501

236 Phillips Street Project
August 4, 2022

① \$940 cash

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #217-2022. Approve Change Order #2 for the Campground Shower House and Office Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #217-2022.

DISCUSSION: Change order #2 will involve an underground bore of 300 feet of 2 inch water line to provide water service for the new campground shower house. The original contract amount with RG Construction was \$573,672. Change order #1 was for \$595, which increased the contract amount to \$574,467. Change order #2 will be for \$15,250, increasing the contract amount to \$589,717.

RESOLUTION #217 -2022

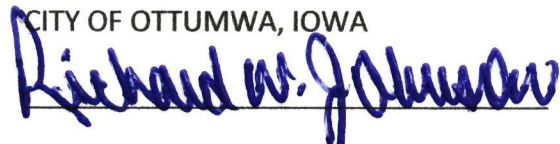
A RESOLUTION APPROVING CHANGE ORDER #2 FOR THE OTTUMWA PARK CAMPGROUND SHOWER HOUSE AND OFFICE PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with RG Construction of Ottumwa, Iowa on June 21, 2022; and

WHEREAS, Change order #2 increases the contract amount by \$15,250, resulting in a new contract sum of \$589,717.

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

APPROVED, PASSED, AND ADOPTED, this 16TH day of August, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



215 E. FOURTH STREET
OTTUMWA, IA 52501
WWW.RGCONSTRUCTIONCOMPANY.COM
PHONE: 641.954.9898
FAX: 641.316.8181

CHANGE ORDER REQUEST

To: Willet Hofmann
Attention: Allen Varney
Address: 625 32nd Ave. SW
Cedar Rapids, IA 52404

Date: 08/10/2022
Office: 319-378-1401

JOB NAME	JOB NUMBER	JOB ADDRESS
Ottumwa Shower House		1 Joe Lord Memorial Drive

PROPOSAL SUMMARY	AMOUNT
Water Service Piping and Boring	\$15,250.00

- Provide and install 2" SDR 17 250 psi PVC piping in a underground bore from the south side of shower house and connect to the 6" water main that is located on the north side of the lagoon. Distance is roughly 300 feet.

FILED

2022 AUG 11 PM 12:10

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 16, 2022

City Clerk _____
Department

Christina Reinhard

Prepared By
Christina Reinhard *CJR*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 218-2022, approve Agenda Management and Site License of Laserfiche Project through OPG-3 for the City Clerk's office.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 218-2022.

DISCUSSION: The City Clerk transitioned the City of Ottumwa's Laserfiche license provider from R & D Computer Systems, LLC to OPG-3 back in 2020 in order to utilize ongoing training opportunities and future indexing projects. In addition to streamlining the indexing of documents housed in our paperless database, we are requesting to move forward with another project that will make the agenda management for City Council Meetings more efficient. The City Clerk requested CIP funds totaling \$42,590 based upon initial conversations with vendor.

OPG-3 did a discovery summary of the City of Ottumwa's agenda/minute

Source of Funds: General Fund

Budgeted Item: Budget Amendment Needed:

process in May 2022. From this, they provided a Scope of Work for Agenda Management to the City Clerk Department.

This project will implement an almost all paperless process for council item inclusion from start to finish. Department Heads, or designee, will input/scan items into our Laserfiche portal and complete the required templates (Staff Summary, Ordinance, Resolution, etc.) that correlate to items. From here, said items will be routed through the approval process (to City Admin., Finance Director and the City Clerk) internally and placed on an upcoming City Council meeting. Items will be automatically numbered/identified within the platform. When the City Clerk is ready to put the agenda together, all items will be housed within the Agenda Management program. This was presented to City Council during a special work session held July 14, 2022.

As shown in the included Upgrade Quote, we will have an annual amount due \$25,750 for Laserfiche Named Full Users with Core system up to 150 Users (that can access Laserfiche from our website portal) and a total of \$37,000 for the Agenda Management Project. Total implementation cost for this project is \$62,750.

Included are CIP request with introductory discussions with OPG-3 on project implementation; Discovery Summary from OPG-3; Scope of Work (SOW) Agenda Management; City of Ottumwa Laserfiche Preliminary Licensing Upgrade Quote.

RESOLUTION # 218 - 2022

RESOLUTION APPROVING THE AGENDA MANAGEMENT AND SITE LICENSE OF LASERFICHE PROJECT THROUGH OPG-3 FOR THE CITY CLERK'S OFFICE

WHEREAS, the City of Ottumwa transitioned the Laserfiche license provider for the paperless database for our document retention from R & D Computer Systems, LLC to OPG-3 in 2020 in order to utilize ongoing training opportunities and future indexing projects; and

WHEREAS, the City Clerk has requested OPG-3 to provide an Agenda Management Platform for all City Council proceedings; and

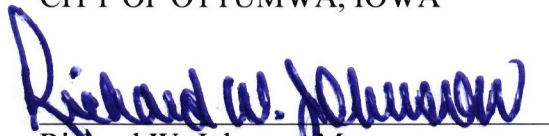
WHEREAS, OPG-3 did a discovery summary of the City of Ottumwa's agenda/minute process in May 2022 and from this provided a Scope of Work for the requested Agenda Management Platform to the City Clerk's office; and

WHEREAS, the Agenda Management Platform will implement an "almost" paperless process for all City Council item inclusion from start to finish and will allow a public portal on our City website for any/all citizens to access the entire packet.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the proposed upgrade quote provided by OPG-3, with an annual amount due \$25,750 for Laserfiche Named Full Users with Core system up to 150 Users and a total of \$37,000 for the Agenda Management Platform making the total implementation cost for this project \$62,750 is hereby approved.

PASSED AND ADOPTED this 16th day of August, 2022

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC - City Clerk



City of Ottumwa Laserfiche Preliminary Licensing

Software Components

Laserfiche employs a named user licensing model with two main types of licenses. These license types are as follows:

- Named Full Users
- Named Participant Users

A Named Full User has full access to all Laserfiche applications and can be granted the rights and privileges needed to:

- Configure and administer the overall system
- Build forms, business processes and workflows
- Perform records management activities
- Capture and update documents directly into the repository
- Start and participate in business processes
- Build and access reports and dashboards

A Named Participant User has access to the Laserfiche Web, Windows and Mobile applications and can be granted rights to perform limited actions including:

- Start and participate in business processes
- Access documents from the repository in read-only mode

Laserfiche offers a robust product suite to guarantee that the needs of each organization can be met. Laserfiche also employs a number of different licensing models to present this suite.

Laserfiche Component	Description
Laserfiche Server	Core application and content server. Laserfiche Rio includes unlimited application servers and repositories that can be used to create environments for different organizational units, DEV, UAT, PROD, etc.
Laserfiche Client	Enables users to access repository content through a desktop application.
Laserfiche Web Client	Enables users to access repository content through a web browser.
Laserfiche Mobile	Enables users to access repository content through an Android, iOS, or Windows Phone application.
Laserfiche Web Administration Console	Enables administrators to manage an installation through a web browser.
Laserfiche Workflow	Automates content processing and business processes through the configuration of the drag-and-drop Workflow Designer.
Laserfiche Snapshot	Virtually prints content into Laserfiche as a TIFF image, generates associated text for full-text searching, and allows for indexing upon import.

Laserfiche Advanced Audit Trail with Watermark Feature	Tracks attempted and successful events performed in the repository including login, document deletion, and audit configuration modification.
Laserfiche Microsoft Office Integration	Allows for direct content import as well as indexing capabilities from a Laserfiche ribbon at the top of all Microsoft Office products. Within Outlook, emails and attachments can be imported to the repository with a single click and auto-indexed with information such as sender, subject, time received, etc.
Laserfiche SharePoint Integration	Enables users to browse and search Laserfiche contents from SharePoint and send content from SharePoint to Laserfiche.
Laserfiche Records Management	Provides integrated, DoD 5015.2 certified records management functionality to keep track of documents through their complete records lifecycle.
Laserfiche Forms	Enables organizations to collect, route and process information captured through electronic forms.
Laserfiche Connector	Provides a non-programmatic means for integrating Laserfiche with a line of business applications.
Laserfiche Quick Fields Complete	Provides batch processing capabilities assisting in automated data capture and storage through document classification, real-time lookups, zone OCR, auto-redaction, etc.
Laserfiche Import Agent with Email Archiving	Monitors network folders and imports files into the Laserfiche system. Upon import, this utility can perform OCR as well as index and route documents based on the Window's file path or file name.
Laserfiche SDK	Includes access to the same Web Services, APIs, and libraries used to develop the Laserfiche client applications.
Laserfiche DocuSign Integration	Enables organizations to initiate a signing process with DocuSign from Laserfiche Web Client simply by choosing a document, DocuSign template, and who needs to sign it, while saving signed documents as a new version of the original.
Laserfiche Public Portal	Allows organizations to have a portal in which external users can view document in read-only mode with a certain number of concurrent connections
Laserfiche Forms Portal	Allows for anonymous submission of Laserfiche Forms from external users for internal approval processes

Licensing and Services Costs

Laserfiche's Self-Hosted Municipal Site License is a great option for an enterprise system. Laserfiche and OPG-3 bundle all software components and support into the cost of the Full User licenses. The core system comes with 150 Full Users at a cost-effective rate.

Self-Hosted Site License Cost

Site License	User Count	Unit Price
Laserfiche Named Full Users	Core System – Up to 150 Users	\$25,750/year

Services Cost

OPG-3 provides comprehensive professional services that include consultation and design, system configuration, integration, migration and custom software development. The costing estimates for the Document and Workflow Digitization implementation are inclusive of Requirements, Design, System Development, User Acceptance Testing, Push to Production and Knowledge Transfer and Transition to Support.

Professional services for projects are governed by a Statement of Work (SOW) that clearly outlines the scope and deliverables for a project and are priced at **\$185/hour**. OPG-3 also offers professional services subscriptions called Concierge Care Packages (CCPs) that can be used for training, business continuity testing and projects of less than 25 hours. The hourly rate for CCPs is discounted based on the number of hours purchased.

Project	Hours	Cost
Agenda Management Project	200	\$37,000

Total Implementation Cost

Type	Cost
Site License	\$25,750
Agenda Management	\$37,000
TOTAL:	\$62,750

Chris Reinhard

From: Sean Nilan <snilan@opg-3.com>
Sent: Tuesday, May 31, 2022 4:51 PM
To: Chris Reinhard; Sherrie Jones
Subject: Agenda Management SOW
Attachments: City of Ottumwa IA_Scope of Work_Agenda Management_.pdf

Hi Chris,

I hope that you had a great long weekend! I've received the completed SOW for the Agenda Management project and attached.

Please review this and let me know if you have any questions. With this document, we should be good to go to move forward when your budget flips!

Thanks,



Sean Nilan

Solutions Manager | OPG-3 Inc.

P: 651.233.5062

E: snilan@opg-3.com

W: www.OPG-3.com

8030 Old Cedar Ave S, Suite #205
Bloomington MN, 55425

OPG-3 | Content Management
Process Automation
Enterprise Transformation



Statement of Work
Agenda Management

For: City of Ottumwa IA
May 31, 2022

Laserfiche[®]
Run Smarter[®]

OPG-3, Inc.

8030 Old Cedar Ave, Suite 205
Bloomington, MN 55425

651.233.5075
www.opg-3.com

Statement of Work Approval

By signing this document, City of Ottumwa IA agrees that the proposed approach detailed in the following document satisfactorily addresses all items in scope for the project.

City of Ottumwa IA:

Signature	
Name	
Title	
Date	

OPG-3:

Signature	
Name	
Title	
Date	

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Statement of Work – Agenda Management

This Statement of Work (“SOW”) defines the professional services (“Services”) that OPG-3 will provide for the City of Ottumwa IA (City of Ottumwa IA) in conjunction with the Agenda Management (“Project”). This SOW will be a part of a Professional Services Agreement between OPG-3 and City of Ottumwa IA.

Project Scope and Objective

The City of Ottumwa would like to automate the process of managing the City Council Agendas. This process would only cover the City Council agendas, not any other boards or commissions. The three main components of the solution would be: Item Submission and Approval, Agenda and Packet compilation, and Meeting Activity Recording (Council Meeting Notes)

- Meeting Activity – the ability to record attendance, votes and discussions and the use of that information to create and publish meeting minutes
- Meeting Prep – the management of item submission, review and approval, creation and publication of meeting agendas linked to items and agenda packets
- Meeting Setup – the ability to set up meetings and meeting types, automatically schedule recurring meetings, manually schedule ad-hoc meetings and manage the meeting roster
- Post-Meeting Activity – the ability to review upcoming meetings

Change Management Process

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Changes to the project schedule, scope or budget
- Changes in priorities (external or internal to the project) that impact the project
- Environmental or architectural impediments not previously identified
- Lack of access to personnel, facilities, or systems necessary to complete project as scoped

In the event that it is necessary to change this SOW, the following process will be followed:

A Project Scope Change Request (PSCR) will be used to communicate change. The PSCR must describe the change, the reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PSCR will be initiated by OPG-3 but must be executed by both parties to make it effective and binding on the parties.

Identified Phases

The following Phases (major project areas) are included in the services. Phases will run in parallel where possible. **Estimated project timeline is 12 weeks based on the following:**

Phase	Number of Weekly Sprints
0. Project Setup, Kickoff and Prerequisites	2
1. Requirements, Design and Prototype	2
2. System Development	3
3. User Acceptance Testing	3
4. Push to Production	1
5. Knowledge Transfer and Transition to Support	1
Total	12

Projects are marked as “Active” and moved from the backlog into Phase 0 based on a combination of customer readiness, preferred start (and/or go-live) dates and team availability. In most cases, customer readiness is the determining factor. In order to get projects started quickly, OPG-3’s ScrumMaster will send a project onboarding packet and follow up via phone to help determine readiness and confirm customer ability to complete the project prerequisites outlined in the next section of this SOW (Phase 0 – Project Setup, Kickoff and Prerequisites).

The estimated project timeline above is predicated on the assumption that the activities outlined in each phase can be completed within the estimated number of weekly sprints. This is largely dependent on customer availability and ability to complete any items assigned to them within that phase. The primary activities dependent on customer availability/task completion include:

- Completion of project prerequisites (Phase 0)** – completion of prerequisites ensures the OPG-3 team can perform the necessary engineering work unimpeded. None of the activities outlined in Phases 3-5 will begin until Phase 0 has been completed.
- Scheduling users for User Acceptance Testing (Phase 3)** – dedicating time to test the system using the test scripts provided by OPG-3, discussing issues during check-in calls, and signing off once testing is complete is critical to finalizing the implementation. OPG-3 will lead the initial testing session (onsite if possible) to facilitate user participation during this phase.
- Scheduling and participating in training (Phase 5)** – once the system has been promoted to production, OPG-3 will provide user and admin training (onsite if possible) to ensure users are comfortable using the system.

Phase 0 – Project Setup, Kickoff and Prerequisites

Projects are completed most efficiently when core dependencies are identified early and cleared as Project Prerequisites. During the Project Setup process a list of prerequisites that could impede the project will be developed. A portion of the Project Kickoff meeting will be focused on discussing the prerequisites, identifying the resource(s) responsible for completing them and determining target dates for resolution.

Core Activities Include

- Project Kickoff presentation created, and meeting
- Project onboarded to Salesforce and Team sites as dictated by scope and complexity
- List of prerequisites developed and vetted by the Project Owner

Known Prerequisites

- Get sample Word templates for: Report cover pages, Resolutions, Ordinances, Agendas, Minutes
- Confirm remote access (VPN preferred)

Deliverables

- Project prerequisites completed
- Project Kickoff meeting

Phase 0	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
Setup, Kickoff and Prerequisites	0	16	16	\$2,960.00

Phase 1 – Requirements Gathering, Design and Prototype

Because most Laserfiche solutions involve changes to the way an organization works, it's not possible to make final decisions regarding requirements and design without context and understanding of the user experience. OPG-3 will rapidly prototype the user interface and solicit feedback through weekly Sprint Demos and use that feedback to finalized design and requirements.

Core Activities Include

- Develop and present solution prototype to get user feedback on foundational design considerations
- Create requirements backlog and plan implementation. The backlog (functional requirements) will define initial acceptance criteria for project deliverables

Deliverables

- Prototype solution
- Initial project schedule
- Finalized project requirements

Assumptions Driving Effort

- The requirements and deliverable acceptance criteria may need to be adjusted based on continued requirements gathering throughout the project. Must approve in writing, which may be an email communication between the parties, any changes to acceptance criteria that would represent a material change to either the solution or its required effort
- Initial project requirements are limited to phases currently in scope.

Phase 1	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
Requirements Gathering, Design and Prototype	50	8	58	\$10,730.00

Phase 2 – System Development

Once project requirements and design have been finalized, OPG-3 will complete the back-end development to make the solution ready for User Acceptance Testing.

Core Activities Include

- Develop solution in test (or production) environment
- Weekly solution demonstrations and walkthroughs with project team (PM, SMEs and users as appropriate) to show progress and solicit feedback
- Develop test scripts to be utilized in Phase 3 - User Acceptance Testing

Deliverables

- Test scripts to be utilized in Phase 3 – User Acceptance Testing
- System deployed in test (or production) environment, ready for User Acceptance Testing

Assumptions Driving Effort

- Personnel attending solution demonstrations and walkthroughs are empowered to provide feedback that will affect overall design
- OPG-3 project team members receive access to all necessary Client resources by the scheduled implementation start time in the project plan
- Personnel will be available to provide any assistance OPG-3 may need in the Client's environment

Phase 2	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
System Development	76	8	84	\$15,540.00

Phase 3 – User Acceptance Testing

Core Activities Include

- Weekly check-in calls to review testing and discuss issues/deficiencies that have been identified
- Identify end users that will participate in UAT
- Remediate any issues discovered during UAT until acceptance criteria are satisfied
- Testing by OPG-3 and end-users (onsite if possible) using the test scripts developed in Phase 3

Deliverables

- Testing by OPG-3 and Client's end-users (onsite if possible) using the test scripts developed in Phase 3
- Identify end users that will participate in UAT.
- Remediate any issues discovered during UAT until acceptance criteria are satisfied
- Weekly check-in calls to review testing and discuss issues/deficiencies that have been identified

Assumptions Driving Effort

- Personnel will be available for UAT per a mutually agreed-upon schedule.

Phase 3	Standard (\$185/hour)	Project Management (\$185 /hour)	Est. Time to Complete	Total Price
User Acceptance Testing	20	4	24	\$4,440.00

Phase 4 – Promotion to Production

The OPG-3 project team will assist City of Ottumwa IA in promoting the solution from Test to Production. If City of Ottumwa IA prefers, and provides access, the OPG-3 project team can take the lead with City of Ottumwa IA personnel assisting.

Core Activities Include

- Develop promotion plan
- Configure/enable email notifications
- Functional testing of individual components, testing of solution using Test Scripts
- Migrate processes as needed
- Delete testing data from environment system was developed in
- Change test users to production users

Deliverables

- Laserfiche solution deployed in production and ready for end users
- Two weeks of Stabilization support after Promotion to Production

Assumptions Driving Effort

- The OPG-3 project team will continue to support the solution for two weeks after Promotion to Production while transferring support responsibilities to the OPG-3 Support Team.

Phase 4	Standard (\$185/hour)	Project Management (\$185 /hour)	Est. Time to Complete	Total Price
Promotion to Production	8	0	8	\$1,480.00

Phase 5 – Training, Knowledge Transfer and Transition to Support

Once the solution has been promoted to production and is ready for use, OPG-3 will provide training for users and administrators.

Core Activities Include

- Conduct user and administrator training (onsite if possible)
- Finalize user and admin guides (documentation)
- Knowledge Transfer sessions with OPG-3 Support on solution for post-project support

Deliverables

- User and Administrative training (onsite if possible)
- User and admin guides

Assumptions Driving Effort

- Client will coordinate attendance of personnel for training sessions
- OPG-3 may deliver a final update to the System documentation prior to project closeout if such an update is necessary. This potential final System documentation update is not a deliverable of this Phase
- Client will work with OPG-3 to help develop appropriate training materials for end-users
- Training will occur throughout this project

Phase 5	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
Training, Knowledge Transfer and Transfer to Support	8	2	10	\$1,850.00

City of Ottumwa IA Responsibilities

The following are City of Ottumwa IA's responsibilities for the Services.

1. City of Ottumwa IA will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b. IT personnel such as system administrators, database administrators, or help desk.
 - c. Subject matter specialists to provide information on City of Ottumwa IA's business processes.
 - d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan.
2. City of Ottumwa IA will work with OPG-3 to provide any necessary technical resources and support. This includes:
 - a. Providing requested documentation and acceptance of key deliverables within two to three business days. If City of Ottumwa IA does not respond in writing to OPG-3's request for acceptance within three business days of OPG-3's request, or City of Ottumwa IA's refusal of such approval within the three-day period is not reasonable, City of Ottumwa IA will be deemed to have accepted.
 - b. Providing any access to the City of Ottumwa IA environment that the OPG-3 team will need to develop the solution.
3. City of Ottumwa IA will be responsible for providing all hardware and licensing all software components necessary for completing Services. This includes:
 - a. Windows Server 2012R2 (or higher) and SQL Server Standard/Enterprise 2012 (or higher) licenses.
 - b. SSL certificates for all servers that require them.
 - c. Licenses for all software and systems on the City of Ottumwa IA network with which the Laserfiche system will integrate.

OPG-3 Responsibilities

The following are OPG's responsibilities for the Services.

1. OPG-3 will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, provide status updates and other tasks.
 - b. Experienced OPG-3 engineering personnel.
 - c. Personnel to perform preliminary testing during development and prior to UAT. Personnel will be made available per the project schedule and plan.
2. OPG-3 will work with City of Ottumwa IA to provide any necessary technical resources and support. This includes escalating any issues to Laserfiche Support and Laserfiche Development as necessary.

Project Assumptions

1. The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. The Services will focus exclusively on Laserfiche and Laserfiche-related products to support the system and solution, except where explicitly noted in this SOW.
2. If after OPG-3's request for acceptance on project closeout, City of Ottumwa IA does not respond in writing within five business days, or City of Ottumwa IA's refusal of such approval in the five-day period is not reasonable, City of Ottumwa IA will be deemed to have accepted.

Professional Services Pricing

The table below represents the level of effort required for this project, including both onsite and offsite Professional Services work. This is a fixed-bid project. Non-programming work (Standard and Project Management) is billed at \$185/h.

Phase	Description	Rate	Est. Hours	Est. Cost
0	Setup, Kickoff and Prerequisites	\$185	16	\$2,960.00
1	Requirements Gathering, Design and Prototype	\$185	58	\$10,730.00
2	System Development	\$185	84	\$15,540.00
3	User Acceptance Testing	\$185	24	\$4,440.00
4	Promotion to Production	\$185	8	\$1,480.00
5	Training, KT and Transition to Support	\$185	10	\$1,850.00
Totals			200	\$37,000.00

Payment Plan

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project an initial payment of 100% of the cost of the SOW will be billed upon execution of the document.

Invoices are due upon receipt. If the customer disputes any portion of an invoice, the customer will pay the undisputed portion when due.

In the event the project is impeded for a period of more than two weeks due to customer delays, OPG-3 will move the project to a parked status. Work will continue once the customer has notified OPG-3 that they are ready to resume work and the project has been onboarded during OPG-3's weekly (Thursday's) backlog grooming meeting.

Changes to project scope or effort required to complete specific work items due to unforeseen complications or issues outside of OPG-3's control will go through the Change Management Process and will be approved by both parties.

Discovery Summary – City of Ottumwa – Agenda Management

Customer	City of Ottumwa	
	Process	Agenda Management
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	Department Staff Member	Submits reports
	Department Head	Approves submitted reports for their department, if not the one submitting
	City Clerk	Manages submitted reports, agenda and packet creation, and recording meeting activity.
	City Administrator	Reviews reports and also reviews draft agenda and packet before it is sent to City Council & Mayor
	Finance Department	Approves some agenda submissions
	City Council Members	Review draft agenda before meeting
	Mayor	Reviews draft agenda before meeting

The City of Ottumwa would like to automate the process of managing the City Council Agendas. This process would only cover the City Council agendas, not any other boards or commissions. The three main components of the solution would be:

1. Item Submission and Approval
2. Agenda and Packet compilation
3. Meeting Activity Recording (Council Meeting Notes)

Please note that the following is a summary of the business requirements for Ottumwa's agenda process, and not a specific outline of the Laserfiche process to be built.

Agenda Item Submission and Approval

1. Report creation and submission

- a. Most reports come from a staff submission. These need to be approved by the department head before submission to the clerk, but typically the staff member will work collaboratively with the department head on putting together the report before submission. It may be the department head that submits, in which case no approval would be needed.
- b. These reports could include general reports/submissions, items for public hearing, resolutions, ordinances.
- c. A formal "Staff Summary" page should be created to go before the submitted item for most (but not all) reports. The format of this Staff Summary is templated and can be found here: [Link to OPG-3 Cloud](#)
 - i. Items in the Consent Agenda may not need a staff summary, and there are other one-off situations where a staff summary might not be needed. This would be at the discretion of the department head submitting, but the clerk would need to approve.
- d. Supporting Documentation: most reports submitted will need one or more pieces of supporting documentation in addition to the staff summary. This could include:
 - i. A copy of the ordinance or resolution

- ii. A PDF/word document with additional information
- iii. Excel spreadsheets
- iv. Videos
- v. Note: Ottumwa understands that only PDF, Word, or image (JPG/PNG/TIFF) documents can be automatically converted to be included in the packet but may want the videos or other documents to be included in the online version (LF Weblink Folder) linked from the Agenda PDF.

2. Reviews

- a. Clerk does first review – can add additional review by finance
- b. Finance review (if necessary)
- c. City Admin review

3. City Clerk assigns report to a section

Notes on Resolutions and Ordinances

- Resolution and Ordinance numbers are currently tracked manually. If possible, they would like a way to auto generate both resolution and ordinance numbers for newly submitted items.
- Resolution numbers reset at the beginning of each year: 2022-01, 2022-02, 2022-03 etc.
- Ordinance numbers are sequential and do not reset.
- Numbers are set at the time of submission to the agenda. If an ordinance/resolution is submitted but then moved or rejected during approvals, or if it was defeated at the meeting, the number is taken out of circulation (not reused).
- Ordinances and resolutions have standard formatting for the required document and could be auto generated from a word template *or* could be created by the staff member and uploaded.
- MULTIPLE READINGS – Ordinances are required to be read aloud at multiple council meetings before they are codified into law.
 - o When an ordinance is submitted to a specific meeting, it should also be added to the two subsequent meetings.
 - o However, during the meeting itself, the council may choose to waive the second and third readings. In this case, this should be noted and the subsequent readings should be removed.

Agenda and Packet Compilation

Council meetings are held on the first and third Tuesday of each month. All submissions *should* be received from the department heads by noon on the previous Thursday. The following steps are then taken:

1. City Clerk assembles Draft Agenda – confirms sections and order of all agenda items. Creates Draft Agenda, and a Draft Agenda Packet
 - a. Sample Agenda Packet: https://www.ottumwa.us/files/council_meetings/packet_2022-03-01_51069.pdf
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3. Draft Agenda is sent to Mayor and City Council Members
4. Friday Morning – City Clerk reviews any changes from the Mayor and Council Members, and assembles the final Agenda and Agenda Packet.
5. Friday afternoon - Agenda is published to website, submitted to the media

6. If something needs to be added at the last minute, after the agenda has been published:
 - a. Item submitted directly to clerk
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Notes on Agenda Formatting and Sections

The format of a city council meeting, and the sections in the agenda, are decided by the council and the mayor. These do not change more than once every couple of years. Ottumwa does not need a mechanism to update these sections and the order themselves and will work with OPG-3 to create a small billable project for updates if the order of sections (or formatting of the agenda) changes in the future.

Meeting Activity Recording

Example of meeting minutes: https://www.ottumwa.us/files/council_meetings/minutes_2021-08-03_21492.pdf.

During the meeting itself, the clerk takes notes on each discussion topic. Currently these notes are taken in a word document template; but the clerk would like a guided form to enter the meeting minutes as they go.

Meeting minutes, when generated and approved by the clerk, will be published to the website. Additionally, meeting minutes need to be approved by the council at a later meeting date before they are entered into the official record, so there should be a process for the Clerk to mark the minutes as "Completed" and publish them to the website as well as automatically added as an action item to vote on in the next agenda. If there are any additional minutes to be verified at a given council meeting, the clerk will add them using the standard submission process.

Votes

Most items will require a vote from the council. The consent agenda items require only one vote on the section as a whole. Some items may occasionally require multiple votes, or an amendment to an item before the vote is taken.

The specific language for the *movement* to vote on an item is generally similar but does need the ability to be edited. E.g. "Smith moved, seconded by Pope, that X be passed and adopted."

Moving an item between sections

In rare situations, agenda items can be moved from one section to another during the meeting itself. Most often, this would happen if an item is moved from the consent agenda to the discussion section so that a vote can be taken on that one item individually.

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Votes

Most items will require a vote from the council. The consent agenda items require only one vote on the section as a whole. Some items may occasionally require multiple votes, or an amendment to an item before the vote is taken.

The specific language for the *movement* to vote on an item is generally similar but does need the ability to be edited. E.g. "Smith moved, seconded by Pope, that X be passed and adopted."

Moving an item between sections

In rare situations, agenda items can be moved from one section to another during the meeting itself. Most often, this would happen if an item is moved from the consent agenda to the discussion section so that a vote can be taken on that one item individually.

Discovery Summary – City of Ottumwa – Agenda Management

Customer	City of Ottumwa	
	Agenda Management	
Process	Users/Roles	
	User/Role	Description
	Department Staff Member	Submits reports
	Department Head	Approves submitted reports for their department, if not the one submitting
	City Clerk	Manages submitted reports, agenda and packet creation, and recording meeting activity.
	City Administrator	Reviews reports and also reviews draft agenda and packet before it is sent to City Council & Mayor
	Finance Department	Approves some agenda submissions
	City Council Members	Review draft agenda before meeting
	Mayor	Reviews draft agenda before meeting

The City of Ottumwa would like to automate the process of managing the City Council Agendas. This process would only cover the City Council agendas, not any other boards or commissions. The three main components of the solution would be:

1. Item Submission and Approval
2. Agenda and Packet compilation
3. Meeting Activity Recording (Council Meeting Notes)

Please note that the following is a summary of the business requirements for Ottumwa’s agenda process, and not a specific outline of the Laserfiche process to be built.

Agenda Item Submission and Approval

1. Report creation and submission

- a. Most reports come from a staff submission. These need to be approved by the department head before submission to the clerk, but typically the staff member will work collaboratively with the department head on putting together the report before submission. It may be the department head that submits, in which case no approval would be needed.
- b. These reports could include general reports/submissions, items for public hearing, resolutions, ordinances.
- c. A formal “Staff Summary” page should be created to go before the submitted item for most (but not all) reports. The format of this Staff Summary is templated and can be found here: [Link to OPG-3 Cloud](#)
 - i. Items in the Consent Agenda may not need a staff summary, and there are other one-off situations where a staff summary might not be needed outside of the Consent Agenda. This would be at the discretion of the department head submitting, but the clerk would need to approve.
- d. Supporting Documentation: most reports submitted will need one or more pieces of supporting documentation in addition to the staff summary. This could include:

- i. A copy of the ordinance or resolution
 - ii. A PDF/word document with additional information
 - iii. Excel spreadsheets
 - iv. Videos
 - v. Note: Ottumwa understands that only PDF, Word, or image (JPG/PNG/TIFF) documents can be automatically converted to be included in the packet, but may want the videos or other documents to be included in the online version (LF Weblink Folder) linked from the Agenda PDF.
2. **Reviews**
 - a. Clerk does first review – can add additional review by finance
 - b. Finance review (if necessary)
 - c. City Admin review
3. City Clerk assigns report to a section

Notes on Resolutions and Ordinances

- Resolution and Ordinance numbers are currently tracked manually. If possible, they would like a way to auto generate both resolution and ordinance numbers for newly submitted items.
- Resolution numbers reset at the beginning of each year: 2022-01, 2022-02, 2022-03 etc.
- Ordinance numbers are sequential and do not reset.
- Numbers are set at the time of submission to the agenda. If an ordinance/resolution is submitted but then moved or rejected during approvals, or if it was defeated at the meeting, the number is taken out of circulation (not reused).
- Ordinances and resolutions have standard formatting for the required document and could be auto generated from a word template *or* could be created by the staff member and uploaded.

Agenda and Packet Compilation

Council meetings are held on the first and third Tuesday of each month. All submissions *should* be received from the department heads by noon on the previous Thursday. The following steps are then taken:

1. City Clerk assembles Draft Agenda – confirms sections and order of all agenda items. Creates Draft Agenda, and a Draft Agenda Packet
 - a. Sample Agenda Packet: https://www.ottumwa.us/files/council_meetings/packet_2022-03-01_51069.pdf
2. City Administrator approves Draft Agenda and Draft Agenda Packet
3. Draft Agenda is sent to Mayor and City Council Members
4. Friday Morning – City Clerk reviews any changes from the Mayor and Council Members, and assembles the final Agenda and Agenda Packet.
5. Friday afternoon - Agenda is published to website, submitted to the media
6. If something needs to be added at the last minute, after the agenda has been published:
 - a. Item submitted directly to clerk
 - b. Item approved by city administrator
 - c. Agenda and packet updated by city clerk
 - d. Amended Agenda published to website and submitted to the media

Notes on Agenda Formatting and Sections

The format of a city council meeting, and the sections in the agenda, are decided by the council and the mayor. These do not change more than once every couple of years. Ottumwa does not need a mechanism to update these sections and the order themselves and will work with OPG-3 to create a small billable project for updates if the order of sections (or formatting of the agenda) changes in the future.

Meeting Activity Recording

Example of meeting minutes: https://www.ottumwa.us/files/council_meetings/minutes_2021-08-03_21492.pdf.

During the meeting itself, the clerk takes notes on each discussion topic. Currently these notes are taken in a word document template; but the clerk would like a guided form to enter the meeting minutes as they go.

Meeting minutes, when generated and approved by the clerk, will be published to the website. Additionally, meeting minutes need to be approved by the council at a later meeting date before they are entered into the official record. However, the meeting minutes should not be automatically added as an action item to vote on in the next agenda, as sometimes they will be submitted to later meetings or multiple meeting minutes will need to be approved. The clerk will add the last meeting's minutes to the agenda for approval using the standard submission process.

Votes

Most items will require a vote from the council. The consent agenda items require only one vote on the section as a whole. Some items may occasionally require multiple votes, or an amendment to an item before the vote is taken.

The specific language for the *movement* to vote on an item is generally similar but does need the ability to be edited. E.g. "Smith moved, seconded by Pope, that X be passed and adopted."

Moving an item between sections

In rare situations, agenda items can be moved from one section to another during the meeting itself. Most often, this would happen if an item is moved from the consent agenda to the discussion section so that a vote can be taken on that one item individually.

Ordinances - 3 reading - Do they stay and automatically put on next two Reg. Mtg's?
Tabled items - Do they get put on hold to remind us to bring back?

FUND DEPT	PROJECT	FUNDING TOTAL	
620-6419	Consultants on site	\$5,590	
	Training		
Department Specific	Hardware - Scanners est 12 X \$895 EA		\$10,740
620-6419	Council Agenda/Minutes Management	\$37,000	
620-6419	Annual Recurring Addition		\$20,750
		\$42,590	

Chris Reinhard

From: Sean Nilan <snilan@opg-3.com>
Sent: Tuesday, January 18, 2022 5:05 PM
To: Chris Reinhard
Subject: RE: Agenda Management with Laserfiche
Attachments: OPG-3 Recommended scanner options.pdf

Hi Chris,

This is great news! I know that you've wanted to upgrade Laserfiche for some time now and have been looking for a project like this to validate the upgrade. I won't be able to give you a hard number on the project without discovery, so for you may want to put in the high end (\$37,000) just to be safe. I don't think that it will be this high, but it depends on the requirements of the build.

My first question is around licensing. Is there a reason that you want the Business Tier 25 User system as opposed to the Site License? Most of my clients have been option for the latter since you would have 125 more full users for only \$5,000. You can jump to the site license with relative ease, so it's not a big deal. I just wanted to make sure that you realize the cost efficiency of the Site License.

My next question is surrounding on site implementation/training. Is this required? I only ask because we haven't been doing much on site stuff since Covid and it becomes more spendy to do on site with how far away Ottumwa is from the Twin Cities. We generally handle all of our implementations and trainings remotely which seems to work well. I would assume we would be looking at the following: install/upgrade 10 hours (\$1,850), training 4 hours (\$740), and \$1,000/day for on onsite (\$2,000-\$3,000). I would recommend we at least handle the install remotely so we can only have my engineer spend one night before conducting training.

Training is interesting because this is handled throughout a variety of different avenues:

1. Training is conducted throughout our projects, and documentation is given upon completion of project – bundled into cost of project
2. Laserfiche Aspire – we cover the cost of Gold Certification classes in Laserfiche Aspire (Laserfiche training university) for up to 4 employees. These are great for understanding the basics of Laserfiche as well as learning how to start building simple projects on your own.
3. Lunch and Learns – OPG-3 conducts monthly Lunch and Learns where one of my engineers will go through basic user training for tips and tricks, manipulating documents, creating folders and new documents, etc. There are also advanced Lunch and Learns for our clients wanting to learn more about building their own forms and workflows. These are also webcast and come at no cost.
4. Admin Training – 2 Hours - \$370 – This is time with one of my engineers with whomever will administer the system – set up users/groups, give rights/privileges, etc.
5. End User Training – 2 Hours/session - \$370 – This is similar to the Basic Lunch and Learn except in a one-on-one environment with the City.

That covers all of you points below except scanners which I have attached a document to address our highest recommended scanners. I have explicitly listed these out as line items below.

Consultants on site for implantation and training (maximum) - \$5,590

Scanners (attached)

Annual recurring cost - \$20,750 or \$25,750 depending on 25 users vs. 150 users

Agenda Management Project (maximum) - \$37,000

Property Records Filing workflow - \$5,550 – I'm not sure if this was one that was still on the docket but figured I'd include it since we did create a Statement of Work awhile back.

That was a lot to cover! I think we should hop on a call to make sure that you and I understand everything here. Let me know what you have available this week or early next week.

Thanks,



Sean Nilan

Solutions Manager | OPG-3 Inc.

P: 651.233.5062

E: snilan@opg-3.com

8030 Old Cedar Ave S, Suite #205
Bloomington MN, 55425

OPG3 | Content Management
Process Automation
Enterprise Transformation

From: Chris Reinhard <reinhardc@ottumwa.us>
Sent: Friday, January 14, 2022 5:07 PM
To: Sean Nilan <snilan@opg-3.com>
Subject: RE: Agenda Management with Laserfiche
Importance: High

Hey Sean!

Sorry it has been quite some time since I checked back with you on this project. I just met yesterday with Admin Staff to go over budgetary requests, and they are very much in favor of moving forward with an Agenda Management option within our Laserfiche system. I know that there are many questions that would need to be answered through a full-fledged discovery meeting, but wanted to reach out and give you some details of what we know we are looking at (to hopefully get some sort of price point to include in our CIP).

Full user licenses – we currently have 5 (I think) and would look at increasing to 22 (there is an option shown with up to 25 users, which is probably the route we would need to go) \$20,750/year. In addition to adding the Agenda Management Project (\$22,200-\$37,000).

Can you provide prices for any of the following items:

Consultants on site (to assist in implementation)

Training

Hardware (scanners)

Software Implementation

Annual recurring costs

Both Sherrie and I are still in the process of cleaning up our “toxic spill” from how Laserfiche was set up previously and still do not have everything converted over into the new file structure. As you know, it takes quite a bit of time, in addition to daily duties that cannot be ignored, to get it all transferred over...

Let me know what you think when time allows – I'm working on completing a CIP form to include all of the “asks” above and want to try and have as much done by next week sometime for our finance director to incorporate these numbers into my budget (for FY22/23).

I will be back in the office on Tuesday, January 18, 2022 at 8:00 AM.

Thank-you!

Chris Reinhard
City Clerk
City of Ottumwa
105 E Third Street
Ottumwa, IA 52501
Phone: 641-683-0620
Fax: 641-683-0613

From: Sean Nilan <snilan@opg-3.com>
Sent: Monday, August 2, 2021 3:47 PM
To: Chris Reinhard <reinhardc@ottumwa.us>
Subject: Agenda Management with Laserfiche

Hi Chris,

I'm so sorry for the delay on this. It slipped my mind that I was going to start putting together some rough numbers for the solution. After looking at it all, I've got 3 different options listed for the additional software. The big thing here would be for us to have a serious conversation about what direction you want your Laserfiche system to go in the long run. If you wanted to look at upgrading the entire system and doing more process automation, one of options 2 and 3 would be the way to go.

As for the services on the project, we would have to have a full-fledged discovery meeting to move to an SOW with the exact number.

Please let me know your thoughts on all of this when you have a chance to review.

Software Options

Below are listed 3 different software options to make room for the additional pieces of software necessary for a project of this magnitude. The first option is an upgrade to the current system adding the necessary add-ons for this project specifically. Options 2 and 3 are systems designed for an enterprise platform. These systems come with more full user licenses that are bundled with nearly every tool in the Laserfiche product suite.

Avante – Option 1

The numbers listed in the table below rough estimates that include the annual cost of the additional pieces built in. These estimates will fluctuate slightly and actually cost less upon being prorated to match the City's renewal. The number of additional licenses is to account for whomever needs to submit agenda items to which the number is unknown.

Software	Quantity	Cost	Extended
Full User License	8	\$900	\$7,200
Forms Professional	1	\$360	\$360
Advanced Audit Trail	1	\$720	\$720
Public Portal	1	\$9,595	\$9,595
Total:			\$17,875

ANNUAL RECURRING ADDITION (starting at next renewal): \$3,660

Business Tier Subscription – Option 2

Software	Quantity	Cost
Full User License	Up to 25 Users (Base System)	\$20,750/year

Municipality Site License – Option 3

Software	Quantity	Cost
Site License (Comes with 150 Full Users)	1	\$25,750/year

Professional Services

The services below will be same for all three of the above platforms. More discovery is required to have an exact number for the project.

Services	Hours	Cost
Agenda Management Project	120 – 200	\$22,200 - \$37,000

Thanks,



Sean Nilan

Solutions Manager | OPG-3 Inc.

P: 651.233.5062

E: snilan@opg-3.com

8030 Old Cedar Ave S, Suite #205
Bloomington MN, 55425

OPG3 | Content Management
Process Automation
Enterprise Transformation

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FILED

2022 AUG 11 PM 12:11

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 219-2022: RESOLUTION APPROVING MATCHING FUNDS AND A LETTER OF SUPPORT FOR AN APPLICATION FOR THE MAIN STREET IOWA CHALLENGE GRANT PROGRAM

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 219-2022

DISCUSSION: This resolution approves a letter of support and commits match funding for an application for a Main Street Iowa Challenge Grant being prepared by Area 15 Regional Planning on behalf of Main Street Ottumwa. The Challenge Grant program is only available to Main Street Communities and provides an incentive for major projects which create significant impact to Main Street Districts.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

This application is for 301-305 E Main Street. The new owner of these buildings seeks to create an entertainment, nightlife and events space which uses the inside of 305 E Main as well as the exterior area of 303 E Main and the vacant lot at 301 E Main. Typical leisure activities described for this space include live music and axe-throwing. The application will also enable the owner to white box the space at 303 E Main for a commercial tenant.

The total project cost is estimated at between \$225,000 and \$250,000. The grant would cover \$100,000. The City has budgeted CIP funds for grant matching including \$25,000 for a Challenge Grant. The owner would cover the balance of the project, between \$100,000 and \$125,000.

RESOLUTION NO. 219-2022

RESOLUTION APPROVING MATCHING FUNDS AND A
LETTER OF SUPPORT FOR AN APPLICATION FOR THE
MAIN STREET IOWA CHALLENGE GRANT PROGRAM

WHEREAS, Area 15 Regional Planning Commission is writing a Main Street Challenge Grant, on behalf of Main Street Ottumwa, in the amount of \$100,000 to help pay the cost to rehabilitate 301-305 East Main Street, and

WHEREAS, the Challenge Grant Program requires a one-to-one cash match and strongly encourages City's to contribute a portion of matching funds; and

WHEREAS, the total estimated cost for the project is between \$225,000 and \$250,000; and

WHEREAS, the City budgeted Capital Improvements funds for Economic Development Grant Match including \$25,000 to match challenge grants; and

WHEREAS, the City's match would only be paid if the grant is awarded; and

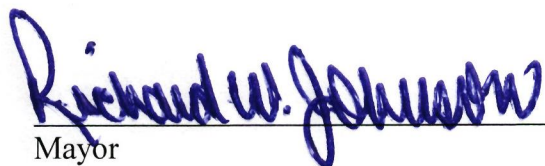
WHEREAS, the building owner has committed between \$100,000 and \$125,000 to cover the balance of the project;

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

Section 1. The Mayor is authorized to sign the Letter of Support for the Challenge Grant application; and

Section 2. That if the Main Street Challenge Grant is awarded for this project, the City of Ottumwa will provide \$25,000 as a match.

PASSED AND APPROVED this August 16, 2022.



Mayor

ATTEST:



City Clerk



[CITY OF]

OTTUMWA

August 16, 2022

Iowa Economic Development Authority
Attn: Main Street Iowa
1963 Bell Ave. Ste. 200
Des Moines, IA 50315

RE: 2022 Main Street Ottumwa Challenge Grant Application

To whom it may concern:

The City of Ottumwa strongly supports Main Street Ottumwa's application to the Main Street Iowa Challenge Grant program for the purpose of making improvements to the properties located at 301, 303, and 305 E. Main St. in downtown Ottumwa. The City is proud to support this application that would complete the transformation of three contiguous properties in the heart of downtown from completely vacant and unoccupiable to completely viable and occupied in the span of a decade.

City Staff have been working with Mr. Lidtka to develop a plan that meets local zoning and building codes since he acquired the properties early this year. Ottumwa has had much success recently in rehabilitating building exteriors and upper-story spaces for residential uses. Unfortunately, our first-floor occupancy has not enjoyed the same level of success. We are very encouraged with Mr. Lidtka's vision to bring these spaces back to life with the types of business that have been identified in recent Main Street Ottumwa market studies. Our staff will continue to work with Mr. Lidtka to ensure that the improvements are code compliant and considerate of any relevant portions of the Secretary of the Interior's Standards for Rehabilitation. Thank you for your consideration of this application.

Respectfully,

Richard W. Johnson, Mayor, City of Ottumwa

Claudia Gates, Board President, Main Street Ottumwa

City of Ottumwa

105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0609

FILED
2022 AUG 11 AM 9:45
CITY CLERK
OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3200-2022: AN ORDINANCE ADOPTING THE STATE ELECTRICAL CODE BY AMENDING CHAPTER 13 OF THE CITY OF OTTUMWA MUNICIPAL CODE.

Public hearing required if this box is checked.

RECOMMENDATION: Pass third consideration, pass and adopt Ordinance 3200-2022.

DISCUSSION: The State Fire Marshal's Office and Electrical Examining Board has requested that Ottumwa enforce the Iowa Electrical Code. This ordinance treats the Electrical Code in the same manner as the Plumbing Code by adopting the state code in full by reference. As the state code changes, we would not be required to make changes to our ordinance.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3200-2022

AN ORDINANCE ADOPTING THE STATE ELECTRICAL CODE BY AMENDING CHAPTER 13 OF THE CITY OF OTTUMWA MUNICIPAL CODE.

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

SECTION ONE. Section 13-2 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 13-2 in its entirety and enacting the following in lieu thereof:

Sec. 13-2. – State electrical code adopted.

The current National Electrical Code, published by the National Fire Protection Association, as amended and adopted by the State of Iowa in 661 Iowa Administrative Code Chapter 504, is hereby adopted in full. A copy of the National Electrical Code as adopted shall be on file in the Office of the City Clerk for public inspection.

SECTION TWO. Section 13-3 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 13-3 in its entirety and enacting the following in lieu thereof:

Sec. 13-3. – Fees.

The fee for each electrical permit shall be as set forth by resolution of the city council.

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

SECTION FIVE. 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 SIX. 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 19 day of July, 2022.

PASSED on its second consideration the 2 day of August, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this 16 day of August, 2022.

CITY OF OTTUMWA, IOWA

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

____ No action taken by Mayor.

____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

____ Repassed and adopted over the veto this _____ day of _____, 2022.

____ Veto affirmed this _____ day of _____, 2022 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

CITY OF OTTUMWA

STAFF Summary

****Action Item****

FILED
2022 AUG 10 AM 11:54
CITY OF OTTUMWA

Council Meeting: August 16, 2022

Fire
Department

Tony Miller
Prepared by
Tony Miller
Department Head

[Signature]

City Administrator Approval

Agenda Title: Ordinance No. 3204-2022, an Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code.

.....
Recommendation: Pass the second consideration of Ordinance No. 3204-2022.

Discussion: This first consideration to adopt the 2021 International Fire Code was discussed and passed at the August 2, 2022 council meeting. I have not received any questions or concerns from the public about the possible changes to the International Fire Code/City Fire Code.

Proposed amendments and changes to the 2021 International Fire Code, included are changes from the 2015 to the 2021. ISO requires a department not be more than two code cycles out from current, code cycles are three years each.

Section 307.3 Delete the section and replace with: Extinguishment authority. The fire code official, a member of the Ottumwa Fire Department, member of the Ottumwa Police Department or City of Ottumwa Building and Code Enforcement official is authorized to order the extinguishment by the responsible person or the fire department, of any burning that creates or adds to a hazardous or objectionable situation, or open burning that is objectionable because of smoke or odor emissions, or a required permit for open burning has not been obtained, or conditions of permit are not being followed.

This section is amended to allow a member of those listed to have the authority to extinguish a fire that they deem meets the criteria of the code.

Delete section 307.4.2 and replace with 307.4.2 Recreational Fires - No permit shall be required for recreational fires. Recreational fires shall be limited to manufactured fire pit appliances, above or below ground fire pits protected by metal, stone, or concrete. Recreational fires shall be located at least 15 feet from any structure or combustible material. Recreational fires shall be limited to 3 feet or less in diameter and 2 feet or less in height. Burning material shall be limited to clean dry wood or commercial fireplace logs. Recreational fires shall be limited to between the hours of 11:00 am and 11:00 pm.

This section puts a time limit on when a recreational fire may be burning. The fire department responds to many fires late at night when the air changes and doesn't allow the smoke to rise creating a nuisance.

Add section 307.4.4 Leaves - Leaves are defined as leaves and twigs smaller than one inch in diameter and two feet in length. Open burning of leaves shall be permitted on Wednesdays and Saturdays between 10:00 a.m. and 9:00 p.m., April 1 through April 30 and November 1 through November 30. A permit is not required for burning of leaves.

Leaf fires create objectionable smoke due to people tend to try and burn a pile to large or when they are too wet which creates a smoldering fire which create a large amount of smoke due to incomplete combustion.

Add section 307.4.5 Outdoor wood fired boilers - Outdoor wood fired boilers are defined as a variant of the classic wood stove adapted for set-up outdoors while still transferring the heat to interior buildings. These appliances shall be used in accordance with the manufacturer's instructions and the following:

1. Only fire wood that is dry can be used.
2. Must not be operated within 15 feet of a structure or combustible material
3. Must not emit objectionable smoke that may be considered a nuisance.

Outdoor wood fired boilers are used to heat structures. When the boiler is not properly installed to the manufacturers instruction this creates a safety hazard. When they are used in a populated

area it is difficult for the smoke to rise and dissipate. Therefore the requirement for dry fire wood is added. The requirement for greater than 15 feet was added due to these devices are used when unattended, so they need to be installed a safe distance from combustibles so radiant and convective heat cannot transfer.

Section 503.2.9 Add a new section to read as follows: Designation - The Fire Code Official may designate fire lanes on private and public property as deemed necessary for the protection of life and property.

503.3 (Marking) is repealed and there is adopted in lieu thereof the following:

Section 503.3 to read as follows: Signs and markings - Wherever a fire lane has been designated, the Code Official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection, as well as any time during the life of the occupancy as needed to provide and maintain emergency vehicle access. All designated fire lanes shall be clearly marked in the following manner:

(1) Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red [six] (6) inch wide stripe painted the length of the designated fire lane. One of the following identification lettering methods shall be utilized:

a. The words "NO PARKING — FIRE LANE" shall be stenciled with three (3) inch white letters and a minimum three-quarter ($\frac{3}{4}$) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the red stripe, and spaced at fifty (50) foot intervals or portions thereof, or

(2) Signage identifying fire lanes shall conform to the following: Fire lane signs shall be 18 inches tall × 12 inches wide with red letters on a white reflective background to read "Fire Lane No Parking Except For Emergency Vehicles" or similar verbiage as approved by the code official. Fire lane signs shall be placed 2—4 feet from the edge of the Fire Lane. The bottom of fire lane signs shall be between five (5) and seven (7) feet from the ground. Intermediate fire lane signs shall be set every one hundred (100) feet in a continuous fire lane. The BEGINS sign shall mark the beginning of a fire lane and shall be mounted below the first fire lane sign. The ENDS sign shall mark the ending of a fire lane and shall be mounted below the last fire lane sign. The BEGINS and ENDS signage may be omitted by the Code Official due to the location of the fire lane. Signs may be placed on a building when approved by the Fire Code Official.

503.3.1 Add a new section to read as follows: Maintenance - The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall provide marking as required above and, shall maintain fire lanes at their expense as often as needed to clearly identify the designated area as being a fire lane.

503.3.2 - Add a new section to read as follows: Property Owner Responsibility -The owner, manager or person in charge of any property upon which designated fire lanes have been established shall be responsible for, and not allow, vehicles or other objects to park in such fire lanes.

503.4.1 Add a new section to read as follows: Penalty for violations - The obstruction of a designated fire lane by a parked vehicle or any other object is prohibited and shall constitute a fire hazard and be an immediate hazard to life and property. Any person who obstructs or allows the obstruction of a designated fire lane is guilty of a simple misdemeanor. The maximum penalty for parking a vehicle in or obstructing a designated fire lane shall be not more than a fine of \$150.00. Each day or part of a day during which the unlawful act or violation occurs shall constitute a separate offense. Any vehicle or object obstructing a designated fire lane is hereby declared a fire hazard and may be immediately impounded without prior notification to its owner. The owner shall be held responsible for all impound fees.

This section addresses fire lanes on private property and gives the City of Ottumwa the authority per code to cite and remove vehicles if warranted from designated fire lanes. This code spells out how a fire lane is to be designated and the code is to be enforced.

Section 5601.2.4 Financial responsibility is repealed and there is adopted in lieu thereof the following: Section 3301.2.4 Financial Responsibility: Fireworks: Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property that arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

AN ORDINANCE AMENDING THE CITY OF OTTUMWA'S FIRE PROTECTION AND PREVENTION CODE BY AMENDING CHAPTER 14 OF THE CITY OF OTTUMWA MUNICIPAL CODE TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE

WHEREAS, the City Council of the City of Ottumwa, Iowa has determined that the City should adopt the 2021 edition of the *International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Ottumwa.

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

SECTION 1. Section 14-29 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 14-29 in its entirety and enacting the following in lieu thereof:

Sec. 14-29. Adoption of fire prevention code.

Pursuant to published notice and public hearing, as required by law, the city hereby adopts in full and incorporated by reference, except such portions as are hereinafter deleted, modified or added in section 14-31, the International Fire Code, 2021 edition, including all appendix chapters, published by the International Code Council, Inc. which is adopted periodically by the state. Said provisions thereof shall be controlling within the limits of the city; that an official copy of the said International Fire Code, 2021 edition, and a certified copy of this article (Ordinance No. _____), certifying the adoption of same and the effective date, is on file at the office of the city clerk and shall be kept available for public inspection and may be purchased from said city at the current price of said code as established by the publisher.

SECTION 2. Section 14-31 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 14-31 in its entirety and enacting the following in lieu thereof:

Sec. 14-31. Amendments, modifications, additions and deletions.

The following amendments, modifications, additions and deletions to the International Fire Code are hereby made:

1. The following sections are deleted: 105.5.10, 105.5.12, 105.5.13, 105.5.15, 105.5.17, 105.5.19, 105.5.21, 105.5.25, 105.5.26, 105.5.27, 105.5.35, 105.5.36, 105.5.38, 105.5.39, 105.5.45, and 105.5.49.
2. A new Section 108.2.3 is added, as follows:

Section 108.2.3 – *Opening, expansion or relocation inspections*. A fire inspection is required before any new business can open for business or any existing business can open at or in a new location, expanded or enlarged location.

3. Section 112.4 is revised to read as follows:

Section 112.4 - *Violation penalties*. Any person who shall violate any of the provisions of this article or fail to comply with an order made there under, or who shall build in violation of any detailed statement of specifications or plans submitted and approved there under, or any certificate of permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by chief of the bureau of fire prevention or by a court of competent jurisdiction within the time fixed herein, shall severally and for each and every such violation of non-compliance, respectively, be guilty of a misdemeanor, punishable by a fine not exceeding \$750.00. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations and defects within a reasonable time; and when not otherwise specified, each ten days that prohibitive conditions are maintained shall constitute a separate offense.

4. Section 113.4 is revised to read as follows:

Section 113.4 - *Failure to comply*. A [Any] person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to removed a violation or unsafe condition, shall be liable to a fine of not less than \$100.00 or more than \$750.00.

5. Section 307.1 is revised to add the following additional Exception:

Outdoor Cooking Fires - Outdoor cooking fires are defined as the burning of materials where fuel being burned is contained in manufactured outdoor fireplaces or grills used for food preparation and in accordance with this section. A permit is not required for outdoor cooking fires. Outdoor cooking fires shall be conducted within safe distances from buildings, structures and combustible materials. Fuel shall be limited to clean lumber, logs, propane, natural gas or charcoal.

6. Section 307.2 is deleted in its entirety and replaced with the following:

Section 307.2 - *Permit required*. A permit shall be obtained from the fire code official in accordance with section 105.6 prior to kindling a fire for recognized silvicultural, range or wildlife management practices, prevention or control of disease or pests, bonfire, construction clearing, disaster or storm damage removal by city request, other open burning permits allowed by adopted fire code. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled, or company hired to conduct such open burning.

7. Section 307.3 is deleted in its entirety and replaced with the following:

Section 307.3 - *Extinguishment authority*. The fire code official, a member of the Ottumwa Fire Department, member of the Ottumwa Police Department or City of Ottumwa Building and Code Enforcement official is authorized to order the extinguishment by the responsible person or the fire department, of any burning that creates or adds to a hazardous or objectionable situation, or open burning that is objectionable because of smoke or odor emissions, or a required permit for open burning has not been obtained, or conditions of permit are not being followed.

8. Section 307.4.2 is deleted in its entirety and replaced with the following:

Section 307.4.2 - *Recreational Fires*. No permit shall be required for recreational fires. Recreational fires shall be limited to manufactured fire pit appliances, above or below ground fire pits protected by metal, stone, or concrete. Recreational fires shall be located at least 25 feet from any structure or combustible material. Recreational fires shall be limited to 3 feet or less in diameter and 2 feet or less in height. Burning material shall be limited to clean dry wood or commercial fireplace logs. Recreational fires shall be limited to between the hours of 11:00 am and 11:00 pm.

9. Section 307.4.3 is deleted in its entirety and replaced with the following:

Section 307.4.3 - *Portable or approved by fire code official permanent outdoor fireplaces*. Portable or permanent outdoor fireplaces shall be used in accordance with the manufacturer's instructions and the following:

1. Only fire wood that is dry can be used.
2. Constantly attended by an adult.
3. An approved method of extinguishment is present during use.
4. Must not be operated within 15 feet of a structure or combustible material

10. Section 307.4.4 is revised to read as follows:

Section 307.4.4 - *Leaves*. Leaves are defined as leaves and twigs smaller than one inch in diameter and two feet in length. Open burning of leaves shall be permitted on Wednesdays and Saturdays between 10:00 a.m. and 9:00 p.m., April 1 through April 30 and November 1 through November 30. A permit is not required for burning of leaves.

11. A new Section 307.4.5 is added, as follows:

Section 307.4.5 - *Outdoor wood fired boilers*. Outdoor wood fired boilers are defined as a variant of the classic wood stove adapted for set-up outdoors while still transferring the heat to interior buildings. These appliances shall be used in accordance with the manufacturer's instructions and the following:

1. Only fire wood that is dry can be used.

2. Must not be operated within 15 feet of a structure or combustible material
3. Must not emit objectionable smoke that may be considered a nuisance.

12. A new Section 405.2.6 is added, as follows:

Section 405.2.6 - *Fire and severe weather drills*. Fire and severe weather drills shall be in accordance with Iowa Code Section 100.31.

13. A new Section 503.2.9 is added, as follows:

Section 503.2.9 – *Designation*. The Fire Code Official may designate fire lanes on private and public property as deemed necessary for the protection of life and property.

14. Section 503.3 is deleted in its entirety and replaced with the following:

Section 503.3 - *Signs and markings*. Wherever a fire lane has been designated, the Code Official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection, as well as any time during the life of the occupancy as needed to provide and maintain emergency vehicle access. All designated fire lanes shall be clearly marked in the following manner:

1. Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red [six] (6) inch wide stripe painted the length of the designated fire lane. The words "NO PARKING — FIRE LANE" shall be stenciled with three (3) inch white letters and a minimum three-quarter ($\frac{3}{4}$) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the red stripe, and spaced at fifty (50) foot intervals or portions thereof.
2. Signage identifying fire lanes shall conform to the following: Fire lane signs shall be 18 inches tall × 12 inches wide with red letters on a white reflective background to read "Fire Lane No Parking Except For Emergency Vehicles" or similar verbiage as approved by the Code Official. Fire lane signs shall be placed 2 - 4 feet from the edge of the Fire Lane. The bottom of fire lane signs shall be between five (5) and seven (7) feet from the ground. Intermediate fire lane signs shall be set every one hundred (100) feet in a continuous fire lane. The BEGINS sign shall mark the beginning of a fire lane and shall be mounted below the first fire lane sign. The ENDS sign shall mark the ending of a fire lane and shall be mounted below the last fire lane sign. The BEGINS and ENDS signage may be omitted by the Code Official due to the location of the fire lane. Signs may be placed on a building when approved by the Fire Code Official.

15. A new Section 503.3.1 is added, as follows:

Section 503.3.1 – *Maintenance*. The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall provide marking as required above and, shall maintain fire lanes at their expense as often as needed to clearly identify the designated area as being a fire lane.

16. A new Section 503.3.2 is added, as follows:

Section 503.3.2 - *Property Owner Responsibility*. The owner, manager or person in charge of any property upon which designated fire lanes have been established shall be responsible for, and not allow, vehicles or other objects to park in such fire lanes.

17. A new Section 503.4.1 is added, as follows:

Section 503.4.1 - *Penalty for violations*. The obstruction of a designated fire lane by a parked vehicle or any other object is prohibited and shall constitute a fire hazard and be an immediate hazard to life and property. Any person who obstructs or allows the obstruction of a designated fire lane is guilty of a simple misdemeanor. The maximum penalty for parking a vehicle in or obstructing a designated fire lane shall be not more than a fine of \$150.00. Each day or part of a day during which the unlawful act or violation occurs shall constitute a separate offense. Any vehicle or object obstructing a designated fire lane is hereby declared a fire hazard and may be immediately impounded without prior notification to its owner. The owner shall be held responsible for all impound fees.

18. A new Section 507.5.7 is added, as follows:

Section 507.5.7 - *Fire Hydrant Installation*. Fire hydrants under the AHJ of the Ottumwa Fire Department shall be installed per 507.5.7.1 through 507.5.7.3.

19. A new Section 507.5.7.1 is added, as follows:

Section 507.5.7.1 - *Fire hydrant height*: Fire hydrants shall be installed a minimum of eighteen (18) inches from the nominal ground level to the center of the lowest water outlet.

20. A new Section 507.5.7.2 is added, as follows:

Section 507.5.7.2 - *Fire hydrant outlet direction*. All fire hydrants shall be positioned so that the four (4) inch Storz or 4 ½” male connection is facing the street or, if provided, the fire access road accessible to fire department apparatus.

21. A new Section 507.5.7.3 is added, as follows:

Section 507.5.7.3 - *Fire hydrants threads*. All new fire hydrants shall have National Standard Threads (NST) on the two and one-half (2 1/2) inch connections, a four (4) inch Storz connection with a cable or chain connected

to the cover or a 4 ½” male with cable or chain connected cover.

22. A new Section 901.5.2 is added, as follows:

Section 901.5.2 - *Inspection Record Submission*. Contractors who perform installation, inspection, testing and/or maintenance services on fire and life safety systems are required to electronically submit all installation and compliant & non-compliant inspection reports to the Fire Department via a method approved by the fire code official within 30 calendar days of the installation/inspection date. Reports submitted after 30 calendar days may incur late fees.

23. A new Section 901.7.3 is added, as follows:

Section 901.7.3. Additional signs shall be located throughout the building as required by the fire code official, the sign and location shall be approved by the fire code official.

24. A new Section 907.2.1.3 is added, as follows:

Section 907.2.1.3. Group A occupancies shall on activation of a fire alarm system or Fire Sprinkler system shall additionally cause:

- a. All conflicting or confusing sounds and visual distraction to automatically stop.
- b. Illumination of all the, means of exit egress components to not less than 10 foot-candles at the walking surface level.

25. A new Section 907.4.2.7 is added, as follows:

Section 907.4.2.7 - *Location of Manual Fire Alarm Boxes*. Where in the opinion of the fire code official manual fire alarm boxes may be used to cause false fire alarms, the fire code official is authorized to modify the requirements for manual fire alarm boxes.

26. A new Section 912.8 is added, as follows:

Section 912.8 - *Fire Department Connection Height*. The fire department connection shall be located not less than 18 inches from the bottom of the cap(s) and not more than 42 inches from the top of the cap(s) above the level of the adjacent grade or access level. Deviation from this height may be granted by the fire code official for just cause.

27. A new Section 912.9 is added, as follows:

Section 912.9 - *Size*. Minimum fire department connection size shall be a 4 inch Storz connection with a 30° elbow towards the ground. For more water flow additional connections may be necessary. Deviation from this size may be granted

by the fire code official for just cause.

28. A new Section 1003.8 is added, as follows:

Section 1003.8 - *Frost protection*. Exterior landings at doors shall be provided with frost protection.

29. Section 1011.5.2, "Riser height and tread depth," shall be modified by replacing the term "7 inches" with "7.25 inches".

30. A new Section 1013.6.4 is added, as follows:

Section 1013.6.4 - *Exit Signs and Emergency Lights*. Exit signs and/or emergency lights shall be on dedicated electrical circuits for the purpose of conducted monthly and yearly testing requirements.

31. A new Section 1013.6.5 is added, as follows:

Section 1013.6.5 - *Additional Exit Signs*. Exit signs may be required at the discretion of the fire code official to clarify an exit or exit access.

32. Section 5601.2.4 is deleted in its entirety and replaced with the following:

Section 5601.2.4 - *Financial Responsibility: Fireworks*. Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property that arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Any further amendments, modifications, additions and deletions to the International Fire Code may be made by city council resolution.

SECTION 5. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. 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 7. This ordinance shall be in full force and effect, from and after the later of: (i) its passage, adoption, and approval and publication as required by law, or (ii) July 1, 2022.

SECTION 8. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 2nd day of August, 2022.

Passed on its second consideration on the 16th day of August, 2022.

Requirement of consideration and vote at two prior council meetings suspended on the _____ day of _____, 2022.

Final passage and adoption on the _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

____ No action taken by the Mayor

____ Vetoed this ____ day of _____, 2022.

Richard W. Johnson, Mayor

____ Repassed and adopted over the veto this ____ day of _____, 2022.

____ Veto affirmed this ____ day of _____, 2022 by failure of vote taken to repass.

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

ATTEST:

Christina Reinhard, City Clerk

FILED
2022 AUG 11 AM 9:45
CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

PJ R
City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3205-2022: AN ORDINANCE VACATING THE PUBLIC RIGHT-OF-WAY IN THE PORTION OF THE ALLEYWAY RUNNING NORTHWEST/SOUTHEAST FROM E MCPHERSON AVENUE TO PHILLIPS STREET BETWEEN WEST SECOND STREET AND THIRD STREET WEST IN THE CITY OF OTTUMWA

Public hearing required if this box is checked.

RECOMMENDATION: Pass third consideration, pass and adopt Ordinance No. 3205-2022.

DISCUSSION: This ordinance vacates a portion of alley between West Second and West Third Street. The section is between Phillips Street and East McPherson Avenue. The vacation will support the Elliott Oil fuel station project at this location. The vacated property will allow for the construction of the retaining wall for the project. The vacation is subject to utility easements, access easements for adjacent property owners and conditions of a

Source of Funds:

Budgeted Item: Budget Amendment Needed:

purchase agreement to be reviewed by Council on August 2 or another date as determined by staff. The Plan and Zoning Commission recommended the vacation at the June 27, 2022 meeting.

ORDINANCE NO. 3205

**AN ORDINANCE VACATING THE PUBLIC RIGHT-OF-WAY IN THE
PORTION OF THE ALLEYWAY RUNNING
NORTHWEST/SOUTHEAST FROM E MCPHERSON AVENUE TO
PHILLIPS STREET BETWEEN WEST SECOND STREET AND THIRD
STREET WEST IN THE CITY OF OTTUMWA**

WHEREAS, Iowa Code Sections 306.11 and 364.12(2)(a) require that public ways be vacated by ordinance, after published notice and public hearing; and

WHEREAS, Iowa Code Section 306.12 requires that all adjoining property owners and affected utility companies be notified by certified mail regarding the proposed roadway vacation; and

WHEREAS, the City Council of the City of Ottumwa now wishes to proceed with the vacation of the public right-of-way described herein.

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

SECTION 1: No claim for damages was filed at or before the hearing and no person is entitled to damages from the vacation of the public right-of-way.

SECTION 2: That the public right-of-way in the portion of the alleyway running northwest/southeast from E McPherson Avenue to Phillips Street between West Second Street and Third Street West in the City of Ottumwa is hereby vacated. The portion of alleyway containing this now-vacated public right-of-way is legally described as:

THAT PORTION OF THE PLATTED 16.5 FOOT ALLEY LYING SOUTHWESTERLY AND ADJOINING LOT FIVE (5) AND LOT SIX (6) IN HIGHLAND PARK ADDITION TO THE CITY OF OTTUMWA AND LOT FIVE (5) AND THE NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION TO THE CITY OF OTTUMWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT FIVE (5) IN HIGHLAND PARK ADDITION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY A DISTANCE OF 203 FEET TO THE SOUTHEAST CORNER OF THE NORTHWESTERLY EIGHT (8) FEET OF SAID LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION; THENCE 16.5 FEET ALONG THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) TO THE NORTHEASTERLY LINE OF LOT 14 IN SAID HINSEY & HEDRICK'S ADDITION, SAID POINT LYING ON THE SOUTHWESTERLY LINE OF SAID ALLEY; THENCE NORTHWESTERLY 203 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ALLEY TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF

SAID LOT 5 IN HIGHLAND PARK ADDITION; THENCE NORTHEASTERLY
16.5 FEET ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

SECTION 3: That all existing public and private utility easements are reserved for all existing utilities located within the alley.

SECTION 4: REPEALER. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY CLAUSE. If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6: WHEN EFFECTIVE. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

First Reading: July 19, 2022

Second Reading: August 2, 2022

Third Reading: August 16, 2022

Passed and adopted this 16th day of August, 2022.


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

I, Christina 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 16 day of August, 2022 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2022.


Christina Reinhard, City Clerk

FILED
2022 AUG 11 AM 9:45
CITY CLERK

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3206-2022: AN ORDINANCE REPEALING ORDINANCE NO. 3194-2022 AND ESTABLISHING SUPPLEMENTAL REGULATIONS FOR AUTOMOBILE SALES BY AMENDING SECTION 38-872 OF THE ZONING CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

Public hearing required if this box is checked.

RECOMMENDATION: Pass second consideration of Ordinance No. 3195-2022.

DISCUSSION: Ordinance No. 3194-2022 established a moratorium on issuing new certificates of zoning compliance for auto dealer lots. The moratorium was established to provide time to create new supplemental regulations which improve some of the issues the Council and public has identified with car lots.

The new ordinance prohibits car lots within 100 feet of residential zones without a conditional use permit. This will help to create a buffer between

Source of Funds:

Budgeted Item: Budget Amendment Needed:

residential areas and these businesses. The ordinance also cracks down on outdoor storage around car lots. Storage of vehicles that are not for sale, body-damaged and inoperable in the display area will be prohibited. All auto parts, damaged vehicles and service vehicles will need to be stored completely screened from residential areas and public rights-of-way.

Because this is a zoning ordinance, existing businesses near residential areas will be grandfathered and protected as existing nonconforming uses. However, if those existing lots cease operation for a year, they would lose that protect and need seek a conditional use permit or find other, permitted uses.

ORDINANCE NO. 3206-2022

AN ORDINANCE REPEALING ORDINANCE NO. 3194-2022 AND ESTABLISHING SUPPLEMENTAL REGULATIONS FOR AUTOMOBILE SALES BY AMENDING SECTION 38-872 OF THE ZONING 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. That Ordinance No. 3194-2022, An Ordinance Establishing a One-Year Moratorium on the Issuance of Certificates of Zoning Compliance for New Applications for Used Motor Vehicle Dealer Lots and New Applications for Dealer Extension Lots is hereby repealed.

SECTION TWO. Section 38-872, Supplemental Use Regulations – Commercial Uses, of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-872(c) in its entirety and enacting the following in lieu thereof:

Sec. 38-872(c) *Automobile, RV and equipment rental and sales.*

- (1) The property shall be at least 100 feet from any residential zone. Location closer than 100 feet from a residential zone shall be permitted by Conditional Use Permit subject to the approval of the Zoning Board of Adjustment.
- (2) All outdoor display areas for rental and sales facilities shall be paved.
- (3) Rental and sales facilities shall provide a minimum of 200 square feet of display area, excluding maneuvering space, per vehicle. Requests for certificates of zoning compliance shall be accompanied by a map of the proposed vehicle display area.
- (4) Body repair services are permitted as an accessory use to automobile rental and sales facilities provided that such repair services shall not exceed 25 percent of the gross floor area of the building.
- (5) Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to auto repair and body repair, provided that such storage is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of article XXIX of this chapter.
- (6) Storage of inoperable vehicles or vehicles other than dealer inventory in the approved display area is prohibited.
- (7) Outdoor storage of discarded or replacement vehicle parts and accessories must be completely screened so as not to be visible from adjacent properties or public rights-of-way. Screening is subject to provisions of article XXIX of this chapter.

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

SECTION FIVE. 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 SIX. 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 2nd day of August, 2022.

PASSED on its second consideration the 16th day of August, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2022.

_____ Veto affirmed this _____ day of _____, 2022 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk

FILED

CITY OF OTTUMWA 2022 AUG 11 PM 12:10
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 16, 2022

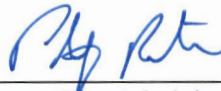
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3208-2022: Proposed Ordinance to Repeal and Replace Chapter 2, Article VI, Division 5 of the City Code

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the second reading of Ordinance No. 3208-2022

DISCUSSION: The Public Safety Advisory Committee exists within the city's code and used to meet on a regular basis. Whether due to COVID-19 restrictions, changes in city personnel, or a reduction in issues this group has not met in a couple years. Following a survey of current committee members and impacted staff it is recommended to maintain the committee, but move from monthly meetings to quarterly meetings (or as needed) by call of the chairperson. The first reading passed and has been moved to the second reading.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3208-2022

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 5
PUBLIC SAFETY ADVISORY COMMITTEE, OF THE CODE OF
ORDINANCES OF THE CITY OF OTTUMWA**

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

SECTION ONE. Section 2-507, Membership, is hereby repealed and replaced as follows:

Sec. 2-507. Membership.

- (a) The city public safety advisory committee shall consist of six members appointed by the mayor, subject to approval of the city council. The members shall serve for three-year terms with the terms of two members expiring each year; however, the initial membership shall consist of the existing members of the city advisory committee. A vacancy in said initial committee shall not be filled until such time as the number of members of said committee drops below six.
- (b) The committee each year shall elect one of its members as chairperson. No member shall serve more than two consecutive one-year terms as chairperson.
- (c) The committee shall schedule regular quarterly meetings and shall meet at such other times upon the call of the chairperson.
- (d) The committee shall not incur any expenses unless authorized by the city council.

(Code 1970, § 2-195; Ord. No. 2748, § 1, 10-2-1990)

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. Effective. 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 2nd day of August, 2022.

PASSED on its second consideration the 16th day of August, 2022.

PASSED on its third consideration the _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2022.

_____ Veto affirmed this _____ day of _____, 2022 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk



Citizen Input Request Form

8-16-2022

Council Meeting Date

Name: JOE DAMERVAI

Address: 233 West Alta Vista Ave.

Item No. to Address: ~~10~~ On Agenda
(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:

Request to Add ordinances pertaining to Golf Carts, ATV's & UTV use in Ottumwa City Limits. (New Iowa Law)

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.



SIoux COUNTY SHERIFF

4363 Ironwood Avenue Suite 1 * Orange City, Iowa 51041 * 712-737-2280 * Fax 712-737-8185



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IOWA CHANGES ATV/UTV LAWS EFFECTIVE JULY 1

June 22, 2022

Effective July 1, All terrain vehicle (ATV) and utility terrain vehicle (UTV) users will now be able to ride in any of Iowa's 99 counties, with a few restrictions.

Captain Jamie Van Voorst says, "An ATV is a vehicle that can be straddled by a single rider, while a UTV is designed with a cabin for multiple riders."

Van Voorst added, "The law change was largely the result of a 2020 survey completed by avid ATV and UTV users asking them which Iowa laws they wanted to see changed to support riding these vehicle. After more than 4,600 people responded to the survey, the State narrowed the suggestions down to two main points: riders wanted to be able to operate their vehicles on more county and state roadways and they wanted the opportunity to ride in all 99 Iowa counties."

The law change will still come with restrictions:

- ATVs and UTVs have a speed limit of 35 mph
- All ATVs and UTVs must have operational headlights, tail and brake lights, horn and rearview mirrors.
- They must be operated by a person who is at least 18 years old with a valid driver's license and carrying valid proof of insurance

There also remain several restrictions on which roads ATV and UTV users will be able to travel on:

- If driving on a state two-lane highway or county highway, it must be over the most direct and accessible route to or from an all-terrain vehicle park or trail, to the nearest county road, or an authorized city street or one's residence.
- Riders may cross a four-lane highway at an intersection from an authorized road so long as it is not an Interstate highway.
- ATVs and UTVs are not permitted to drive on any gravel or paved roadway that is marked under construction, closed, or a detour for normal vehicle traffic.
- ATVs and UTVs may be restricted from county roadways during special events, like RAGBRAI, for a maximum of seven days consecutively or 30 days in a year.
- ATVs and UTVs may only be operated on state highways, and may not travel on four-lane or interstate roads. They may be driven on any county unpaved gravel road.
- Riders will be allowed to ride day or night.

All Iowa cities may regulate ATV and UTV traffic within their city limits, including primary and secondary road extensions, but cities may not charge a fee to ATV and UTV owners for use of their streets; these new laws will also override any county ordinances currently in place.

In Sioux County since September, 2018 when the ordinance began in Sioux County, there are 815 registered ATVs and 833 registered UTV/ORVs, according to Van Voorst. Prior to the new law, riders in Sioux County paid \$18.75 for the Iowa DNR sticker and \$25 for a county sticker; with the new law there will likely be no fees, but we are awaiting confirmation from the Iowa DNR.

Sec. 23-178. - Operation of motorcycles, motorbikes, go-carts, or snowmobiles on private property or upon public property including school property.

- (a) It shall be unlawful for any person to operate or knowingly permit or suffer to be operated any motorcycle, motorbike, go-cart, or snowmobile upon private property without the consent of the owner of said private property.
- (b) It shall be unlawful for any person to operate or knowingly permit or suffer to be operated any motorcycle, motorbike, go-cart or snowmobile upon public property other than roads, streets, alleys and highways as defined in this Code unless said public property is duly designated by appropriate sign as being an area in which said operation is permitted. Further, as to roads, streets, alleys and highways, said vehicles may be operated thereon only if specifically permitted by this Code or the laws of the state.
- (c) It shall be unlawful to operate or knowingly permit or suffer to be operated any motorcycle, motorbike, go-cart or snowmobile upon school grounds (including, but not limited to, school playgrounds) unless permitted by the school board in an area duly designated by the school board by appropriate signs authorizing said operation.
- (d) In any area where the operation of the said above-described vehicles is permitted, the same shall be operated in such a manner as to not disturb the public peace and quiet of others by loud offensive noise.
- (e) In any area where the operation of said above-described vehicles is permitted, said vehicles shall not be operated in such a manner as to indicate either a willful or a wanton disregard for the safety of persons or property.

(Code 1970, § 23-153; Ord. No. 2307, §§ 1—5, 4-25-1977)

Chapter 10.42 - GOLF CARTS

Footnotes:

--- (2) ---

Editor's note— Ord. No. 1326, § 1, adopted Oct. 1, 2012, deleted the former Ch. 10.42, §§ 10.42.010—10.42.030, and enacted a new Ch. 10.42 as set out herein. The former Ch. 10.42 pertained to golf carts and derived from Ord. No. 1279, § 2, 12-21-2009.

10.42.010 - Purpose.

The purpose of this chapter is to facilitate and allow the safe operation of golf carts upon certain streets within the city and to enact rules and regulations for the operation thereof.

(Ord. No. 1326, § 1, 10-1-2012; Ord. No. 1382, § 1, 4-18-2016)

10.42.020 - Rules of operation.

The following rules shall apply to the operation of golf carts within the city:

- A. Golf carts may be operated on city streets unless otherwise prohibited by the Code of Iowa as now existed or hereafter amended or by the provisions of this chapter.
- B. Golf carts may be operated only by persons who possess a valid motor vehicle operator's license issued by a state licensing authority.
- C. Reserved.
- D. Golf carts may be operated on city streets from sunrise to sunset, regardless of whether the golf cart is equipped with lights.
- E. Golf carts operated upon a city street shall be equipped with a slow moving vehicle sign on the back thereof as well as a bicycle safety flag, and all carts shall have adequate brakes.
- F. Golf carts operated upon a city street only for the purpose of crossing the street shall not be required to be equipped with a slow-moving vehicle sign and a bicycle safety flag as otherwise herein required.
- G. Golf carts shall be driven as close as practical to the right-hand edge of any street, except when executing a left turn.
- H. Golf carts shall yield the right-of-way to other motor vehicles and pedestrians at all uncontrolled intersections regardless of the dictates of Section 321.319 of the Code of Iowa.
- I. Golf carts may be parked upon any city street within the City of Oskaloosa Iowa, subject to the same terms and conditions applicable to the parking of automobiles and other motor vehicles, with the exception that golf carts may not park upon any street within the City of Oskaloosa where their operation is otherwise prohibited by city ordinance or the provisions of the Code of Iowa as now existing or hereafter amended.
- J. Golf carts shall operate in single file.

(Ord. No. 1326, § 1, 10-1-2012; Ord. No. 1382, § 2, 4-18-2016)

10.42.030 - Restrictions on use.

Golf carts shall not operate on the following city streets:

- A. A Avenue from east city limits to west city limits;
- B. Market Street from north city limits to south city limits;
- C. Seventeenth Street from A Avenue East to south city limits.

(Ord. No. 1326, § 1, 10-1-2012)

10.42.040 - Reserved.

Editor's note— Ord. No. 1382, § 2, adopted April 18, 2016, repealed § 10.42.040, which pertained to permit required and derived from Ord. No. 1326, § 1, adopted Oct. 1, 2012.

10.42.050 - Reserved.

Editor's note— Ord. No. 1382, § 2, adopted April 18, 2016, repealed § 10.42.050, which pertained to proof of insurance required and derived from Ord. No. 1326, § 1, adopted Oct. 1, 2012.

10.42.060 - Reserved.

Editor's note— Ord. No. 1382, § 2, adopted April 18, 2016, repealed § 10.42.060, which pertained to transfer and derived from Ord. No. 1326, § 1, adopted Oct. 1, 2012.

10.42.070 - Reserved.

Editor's note— Ord. No. 1382, § 2, adopted April 18, 2016, repealed § 10.42.070, which pertained to display and derived from Ord. No. 1326, § 1, adopted Oct. 1, 2012.

10.42.080 - Reserved.

Editor's note— Ord. No. 1382, § 2, adopted April 18, 2016, repealed § 10.42.080, which pertained to penalties and derived from Ord. No. 1326, § 1, adopted Oct. 1, 2012.

Chapter 10.78 - ALL-TERRAIN VEHICLES AND SNOWMOBILES

10.78.010 - Purpose.

The purpose of this chapter is to regulate the operation of all-terrain vehicles and snowmobiles within the city.

(Ord. No. 1279, § 2, 12-21-2009)

10.78.020 - Definitions.

For use in this chapter the following terms are defined:

1. "All-terrain vehicle" or "ATV" means a motorized flotation-tire vehicle with not less than three low

pressure tires, but not more than six low pressure tires, or a two-wheeled, off-road motorcycle, that is limited in engine displacement to less than eight hundred cubic centimeters and in total dry weight to less than seven hundred fifty pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control. Two-wheeled, off-road motorcycles shall be considered all-terrain vehicles only for the purpose of titling and registration. An operator of a two-wheeled, off-road motorcycle is exempt from the safety instruction and certification program requirements of Section 321G.23 and 321G.24 of the Code of Iowa. (Code of Iowa, Sec. 321G.1[1])

2. "Snowmobile" means a motorized vehicle weighing less than one thousand pounds which uses sled-type runners or skis, endless belt-type tread, or any combination of runners, skis or tread, and is designed for travel on snow or ice. (Code of Iowa, Sec. 321G.1[18])

(Ord. No. 1279, § 2, 12-21-2009; Ord. No. 1441, § 1, 4-19-2021)

10.78.030 - General regulations.

No person shall operate an ATV or snowmobile within the city in violation of the provisions of Chapter 321G of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering, equipment and manner of operation.

(Ord. No. 1279, § 2, 12-21-2009; Ord. No. 1441, § 1, 4-19-2021)

State Law reference— Code of Iowa, Sec. 321G.

10.78.040 - Places of operation.

The operators of ATVs and snowmobiles shall comply with the following restrictions as to where arts and snowmobiles may be operated within the city:

1. Streets. ATVs and snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council. (Code of Iowa, Sec. 321G.9[4a])
2. Exceptions. ATVs and snowmobiles may be operated on prohibited streets only under the following circumstances:
 - a. Emergencies. ATVs and snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical. (Code of Iowa, Sec. 321G.9[4c])
 - b. Direct Crossing. ATVs and snowmobiles may make a direct crossing of a prohibited street provided:
 - i. The crossing is made at an angle of approximately ninety degrees to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
 - ii. The ATV or snowmobile is brought to a complete stop before crossing the street;
 - iii. The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
 - iv. In crossing a divided street, the crossing is made only at an intersection of such street with another street. (Code of Iowa, Sec. 321G.9[2])

- c. ATVs may be operated on city streets if they are equipped for and in the process of snow removal activities. ATVs owned and operated by any governmental entity or school district are exempt from these restrictions when used in the performance of their duties.
3. Railroad Right-of-Way. ATVs and snowmobiles shall not be operated on an operating railroad right-of-way. An ATV or snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic. (Code of Iowa, Sec. 321G.13[8])
 4. Trails. ATVs shall not be operated on snowmobile trails and snowmobiles shall not be operated on all-terrain vehicle trails except where so designated. (Code of Iowa, Sec. 321G.9[4f and g])
 5. Parks and Other City Land. ATVs and snowmobiles shall not be operated in any park, playground or upon any other city-owned property without the express permission of the city. A snowmobile shall not be operated on any city land without a snow cover of at least one-tenth of one inch.
 6. Sidewalk or Parking. ATVs and snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for the purposes of crossing the same to a public street upon which operation is authorized by this chapter.

(Ord. No. 1279, § 2, 12-21-2009; Ord. No. 1441, § 1, 4-19-2021)

10.78.050 - Negligence.

The owner and operator of an ATV or snowmobile is liable for any injury or damage occasioned by the negligent operation of the ATV or snowmobile. The owner of an ATV or snowmobile shall be liable for any such injury or damage only if the owner was the operator of the ATV or snowmobile at the time the injury or damage occurred or if the operator had the owner's consent to operate the ATV or snowmobile at the time the injury or damage occurred.

(Ord. No. 1279, § 2, 12-21-2009; Ord. No. 1441, § 1, 4-19-2021)

State Law reference— Code of Iowa, Sec. 321G.18.

10.78.060 - Accident Reports.

Whenever an ATV or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand dollars or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report in accordance with state law.

(Ord. No. 1279, § 2, 12-21-2009; Ord. No. 1441, § 1, 4-19-2021)

State Law reference— Code of Iowa, Sec. 321G.10.

Chapter 10.79 - UTILITY VEHICLES (UTVS)

10.79.010 - Purpose.

The purpose of this chapter is to permit the operation UTVs, as authorized by Section 321I.10 of the Code of Iowa, as amended, on certain streets in the city. This chapter applies whenever a UTV is operated on any city street or alley, subject to those exceptions stated herein.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.020 - Definitions.

For use in this chapter, the following terms are defined:

1. "UTV" means a motorized vehicle, with not less than four nonhighway tires that is limited in engine displacement to less than one thousand five hundred cubic centimeters and in total highway dry weight to not more than two thousand pounds and that has a seat that is of bucket or bench design not intended to be straddled by the operator, a steering wheel or control levers for control, and may be equipped with a bed or cargo box for hauling materials. The chief of police shall have the final say on whether a vehicle meets this definition.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.030 - General regulations.

Operation of UTVs Permitted: UTVs may be operated upon the streets of the city by persons possessing a valid operator's license and at least eighteen years of age, as long as the requirements of this ordinance are met. UTVs may also stop at service stations or convenience stores along city streets.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.040 - Required equipment.

UTVs operated upon city streets shall be equipped with at least the following:

1. Valid liability insurance covering the UTV in the same limits as required of automobiles by the financial responsibility provisions of Chapter 321A as now existing or hereafter amended of the code of Iowa.
2. All safety equipment and lighting as equipped from the manufacturer.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.050 - Hours of operation.

UTVs may be operated on city streets only between sunrise and sunset. UTVs equipped for and in the process of snow removal activities may be operated outside of the sunrise to sunset guidelines. UTVs owned and operated by any governmental entity or school district are exempt from these time restrictions when used in the performance of their duties.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.060 - Speed.

UTVs shall be subject to posted speed limits.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.070 - Passengers.

No person may ride on a UTV on any portion not designed to carry passengers. No person may stand on or ride in the cargo area of a UTV while it is in motion. Each person riding must be in their own seat. No more than three people may ride on a bench seat. If seatbelts are available, they must be used by all occupants. No person may ride on the lap of another.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.080 - Operation.

1. Except as noted otherwise, therein, any person operating a UTV on city streets or alleys shall adhere to all traffic signs and signals, all other City of Oskaloosa and State of Iowa traffic rules and regulations, and shall obey the orders and direction of any law enforcement officer authorized to direct or regulate traffic or the direction of a fire department officer during a fire.
2. This chapter forbids the operation of UTVs on:
 - a. Any recreational, bike or walking trail, unless permission is granted by the city council.
 - b. Sidewalks.
 - c. City parks or any other land owned by the city, unless permission is granted by the city council.
 - d. Private property without the consent of the property owner.
 - e. Primary road extensions through the city limits. However, UTVs may cross these roads at approximately a ninety degree angle after yielding the right of way to cross traffic. The primary road extensions for the city of Oskaloosa are:
 - i. A Avenue from east city limits to west city limits;
 - ii. Market Street from north city limits to south city limits;
 - iii. Seventeenth Street from A Avenue East to south city limits.

UTVs owned and operated by any governmental entity or school district are exempt from this restriction when used in the performance of their duties.
3. Street Etiquette:
 - a. Except when executing a left turn, UTVs shall be driven as close as practical to the right-hand edge of any street or alley.
 - b. When necessary to prevent congestion of traffic, UTVs shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
 - c. When two or more UTVs are being operated in the same direction and general vicinity on a city Street or Alley, they shall proceed in single file.

(Ord. No. 1438, § 1, 3-15-2021)

10.79.090 - Violation and Penalty.

1. A violation of this chapter shall be considered a simple misdemeanor.
2. Any person who is found to have violated this section shall be subject to a fine of fifty dollars plus surcharge and costs. A court appearance shall not be required if the fine is paid in full prior to the date set for the person's court appearance.

(Ord. No. 1438, § 1, 3-15-2021)