[CITY OF] OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 18
Council Chambers, City Hall

June 7, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 16 on May 17, 2022 and Special Meeting No. 17 on May 24, 2022 as presented.
2. Acknowledge April financial statement and payment of bills as submitted by the Finance Department.
3. Approve the promotion of First Class Firefighter Raymond Covert to Master Firefighter effective July 1, 2022.
4. Approve the promotion of Master Firefighter Nathan West to Fire Captain effective July 1, 2022.
5. Approve the promotion of Fire Captain Pat Short to Assistant Fire Chief effective July 1, 2022.
6. Approve the appointment of Kurtis Stevens to Gatekeeper at the Ottumwa/Wapello County Landfill on or about June 12, 2022.
7. Approve the appointment of Tyler Burns to Maintenance Supervisor at the WPCF on or about June 12, 2022.
8. Approve the appointment of Ahillan Kumar to Seasonal Code Enforcement Inspector in the Building and Code Enforcement Department on or about June 12, 2022.
9. Civil Service Commission Eligibility Lists for May 25, 2022: WPCF Maintenance Tech Entrance and Public Works Equipment Operator Entrance.
10. Alzheimer & Brain Awareness Month Proclamation
11. Ottumwa Pride Month June 2022 Proclamation
12. Juneteenth Proclamation – June 19, 2022
13. Approve the renewal and upgrade proposal with Neapolitan Labs to continue hosting the City's Website, with a new platform to provide more secure, easier to support/update and faster to adapt modules/features.
14. Approve the purchase of two in-car camera systems from COBAN Technologies, Inc. SF Mobile-Vision, Inc. in the amount of $14,520.
15. Resolution No. 142-2022, Approving updates to the City Personnel Policy.
16. Resolution No. 148-2022, setting June 21, 2022 as the date of a public hearing on considering the plans, specifications, form of contract and estimate of cost for the North Market Street Façade Improvements Project.
17. Resolution No. 152-2022, temporarily assigning the City Administrator as Interim Finance Director and Updating the Authorized Signatories for the City of Ottumwa.
18. Resolution No. 155-2022, accepting the Proposed Engagement Letter from Bradley T. Barnes, CPA, P.C. for the provision of accounting and consultation services for the City of Ottumwa.
19. Cigarette Permit Applications for: Elliot Oil Company – Albia Road BP (1340 Albia Rd.), North Court BP (1301 N. Court St.), Pennsylvania & Jefferson BP (1147 N. Jefferson), Richmond & Ferry BP (720 Richmond Ave.), West Second BP (1049 W. Second), Casey's General Stores - #7 (1001 E. Main), #1678 (346 Richmond Ave.), #2208 (1603 W. Second), #1886 (504 W. Mary St.), Fareway Stores #648 (1325 Albia Rd.), Smokin Hot, LLC (2604 N. Court, Suite A),

Walgreens #1301 (327 W. 4th St.), Dollar General #7179 (721 N. Quincy Ave.), Dollar General #2898 (921 E. Main St.), Hy-Vee, Inc. DBA Hy-Vee #2 C-Store (2547 N. Court), Hy-Vee, Inc. DBA Hy-Vee #2 (2453 N. Court), Hy-Vee, Inc. DBA Hy-Vee Drugstore (1140 N. Jefferson St.), Hy-Vee, Inc. DBA Hy-Vee #1 (1025 N. Quincy), Hy-Vee, Inc. DBA Hy-Vee #1 Gas (1027 N. Quincy), Walmart Inc. DBA Walmart #1285 (1940 Venture Dr.), Smokin' Joe's Tobacco & Liquor Outlet #5 (1115 Albia Rd.), Fine Liquor & Tobacco (821 B Albia Rd.), Iowa Liquor & Tobacco (1021 E. Main St., Murphy USA #6945 (1939 Venture Drive), Ross Tobacco Shop, LLC (129 E. Second).

20. Beer and/or liquor applications for: Applebee's, 1303 Vaughn Dr.; Jade Palace, 1404 Sherwood; Parkview Plaza/Hotel Ottumwa, 107 E. Second St. temporary outdoor service area for the following dates: 6/26, 7/1, 7/8, 7/15, 7/22, 7/29/2022; The Owls Nest, 116 S. Court St. temporary outdoor service area for 6/25-26/2022; Hy-Vee Ottumwa Area Greater Ottumwa Partners in Progress, temporary outdoor service area at Jimmy Jones Shelter 6/30-7/2/2022; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Notice of Project Maintenance Closeout - Winger
2. Nuisances and responsibility for abatement.

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:
1. Replacement of Threaded Rod on a 36" slide gate at Gateway Lift Station.

   RECOMMENDATION: approve the replacement of one threaded rod at the Gateway Lift Station in the amount of $5,390.

G. PUBLIC HEARING:
1. This is the time, place and date set for a public hearing on the Proposed Conveyance of Certain Real Property locally known as Legion Field to the Ottumwa Community School District.

   A. Open the public hearing.
   B. Close the public hearing.
   C. Resolution No. 124-2022, public hearing on the proposal to convey certain real property locally known as Legion Field to Ottumwa Community School District.

   RECOMMENDATION: Pass and adopt Resolution No. 124-2022.

2. This is the time, place and date set for a public hearing on the Proposed Conveyance of Certain Real Property, being a portion of the property locally known as Pickwick Park to the Ottumwa Community School District.

   A. Open the public hearing.

B. Close the public hearing.
C. Resolution No. 141-2022, public hearing on the proposal to convey certain real property, being a portion of the property locally known as Pickwick Park to the Ottumwa Community School District.

RECOMMENDATION: Pass and adopt Resolution No. 141-2022.

3. This is the time, place and date set for a public hearing on the Proposed Conveyance of certain real property, Lot 1 of Ottumwa Airport Subdivision 5, to Joe Wiley.

A. Open the public hearing.
B. Close the public hearing.
C. Resolution No. 147-2022, approving and authorizing the conveyance of certain real property, Lot 1 of Ottumwa Airport Subdivision 5, to Joe Wiley, for the sum of $16,500.

RECOMMENDATION: Pass and adopt Resolution No. 147-2022.

H. RESOLUTIONS:

1. Resolution No. 119-2022, approving the Des Moines River Flood Protection Operation Plan, 2022.

RECOMMENDATION: Pass and adopt Resolution No. 119-2022.

2. Resolution No. 140-2022, award the 2022 Campground Shower House and Office Building project to RG Construction of Ottumwa, Iowa, in the amount of $573,872.

RECOMMENDATION: Pass and adopt Resolution No. 140-2022.

3. Resolution No. 143-2022, awarding the contract for the Catch Basin Replacement Program 2022 to DC Concrete & Construction of Douds, Iowa, in the amount of $55,187.50

RECOMMENDATION: Pass and adopt Resolution No. 143-2022.

4. Resolution No. 144-2022, awarding the contract for the Sanitary Utility Access Program 2022 to DC Concrete & Construction of Douds, Iowa, in the amount of $56,600.

RECOMMENDATION: Pass and adopt Resolution No. 144-2022.

5. Resolution No. 145-2022, approve purchase of an Elgin Pelican Street Sweeper in the amount of $199,611 from MacQueen Equipment.

RECOMMENDATION: Pass and adopt Resolution No. 145-2022.

6. Resolution No. 146-2022, approve the purchase of a Traffic Signal Microwave Detection System from MoboTrex for the sum of $25,888 to be installed at the intersection of Hwy 149 and Rochester Avenue.

RECOMMENDATION: Pass and adopt Resolution No. 146-2022.

7. Resolution No. 149-2022, awarding the contract for asbestos abatement and demolition of the

condemned property at 512 North Green, to Weston McKee of Fairfield, Iowa, for total bid amount $23,500.

RECOMMENDATION: Pass and adopt Resolution No. 149-2022.

8. Resolution No. 150-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 126 North Davis, to Dustin Smith and Dan Laursen, both of Ottumwa, Iowa, for total bid amount $13,010.

RECOMMENDATION: Pass and adopt Resolution No. 150-2022.

9. Resolution No. 151-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 250 South Ward, to Dustin Smith and Dan Laursen, both of Ottumwa, Iowa, for total bid amount $13,500.

RECOMMENDATION: Pass and adopt Resolution No. 151-2022.

10. Resolution No. 153-2022, appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 153-2022.

11. Resolution No. 154-2022, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of $5,000,000 General Obligation Capital Loan Notes, Series 2022A, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

RECOMMENDATION: Pass and adopt Resolution No. 154-2022.

12. Resolution No. 156-2022, appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 156-2022.

13. Resolution No. 157-2022, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, and levying a tax to pay the Notes.

RECOMMENDATION: Pass and adopt Resolution No. 157-2022.

I. ORDINANCES:

1. Ordinance No. 3197-2022, amending the zoning ordinance of the City of Ottumwa, Iowa, by conditionally rezoning property generally located at 1321 Asbury Drive in the City of Ottumwa and directing the Zoning Administrator to note the Ordinance Number and Date of this change on the official zoning map

RECOMMENDATION: Pass the second consideration of Ordinance No. 3197-2022.

2. Ordinance No. 3199-2022, establishing a Human Rights Commission within the City of Ottumwa.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3199-2022.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3199-2022.

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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

[CITY OF]
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 6/3/2022 TIME: 12:15 PM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on 6/7/2022 at 5:30 P.M.

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*** FAX MULTI TX REPORT ***
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JOB NO.	1144	
DEPT. ID	4717	
PGS.	6	
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
ERROR	96828482	Tom FM

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JOB NO.	1144	
DEPT. ID	4717	
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
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MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on 6/7/2022 at 5:30 P.M.

REGULAR MEETING NO. 16 May 17, 2022
Council Chambers, City Hall 5:30 O'Clock P.M.

The meeting was called to order at 5:31 P.M.

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

Roe moved, seconded by McAntire to approve consent agenda items; followed by a motion to rescind by Roe. Galloway moved, seconded by Roe to approve the following consent agenda items with removal of Item B-4, Approve updated Salary Schedule, to discuss and vote on separately. Mins. from Regular Mtg. No. 15 on May 3, 2022; Approve appointment of Jessica Townsend to Airport Line Tech. at Ottumwa Airport on or about May 22, 2022; Approve appointment of Amanda Hull to Probationary Firefighter; Historic Preservation Month Proclamation; Res. No. 123-2022, fixing June 7, 2022 as date for public hearing on proposal to convey certain real property locally known as Legion Field to Ottumwa Comm. School Dist.; Res. No. 131-2022, directing Alliant Energy to Revise Lighting System on Existing dedicated structure No. 61425, along Ferry St. Ext.; Res. No. 132-2022, directing Alliant Energy to Revise Lighting System on Existing dedicated structure No. 61428, along Ferry St. Ext.; Res. No. 133-2022, directing Alliant Energy to Revise Lighting System on Existing dedicated structure No. 60350, along S. Market St.; Res. No. 136-2022, fixing June 7, 2022 as date for public hearing on proposal to convey certain real property, being a portion of the property locally known as Pickwick Park, to Ottumwa Comm. School Dist.; Beer and/or liquor applications for: Front Runners with OSA, 837 Church; Fraternal Order of Eagles Ottumwa Aerie #114, 109 S. Green; American Legion OB Nelson #3, 550 W. Main; Appanoose Rapids, with OSA, 332 E. Main; Champion Bowl, 2601 Roemer Ave.; Owl's Nest, LLC, 116 S. Court; all applications pending final inspections. All ayes.

Galloway moved, seconded by Pope to approve updated salary schedule, as presented. Clarification on addition of GIS Administrator; this position will be primarily funded by projects; this system maps our sewer infrastructure that has been updated through CSO. Galloway questioned; were we waiting for completed salary comparison before adding any new positions. City Admin. Rath responded we are not adding any new positions out of general fund, and this will not be paid out of that fund. All ayes.

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

Rath presented initial draft version Charter of Human Rights Commission. Encourage and initiate programs and services within the City designated to eliminate discrimination, improve human relations and positively affect the spirit and intent of applicable human and civil rights legislation. Provide education and training to help end discrimination and inequalities. The Commission will be comprised of nine voting members (representing various groups in the community) and three ex-officio (non-voting) members serving three-year terms. This will be presented in Ordinance form at a later date.

He also provided update on Proposed Ord. to Repeal & Replace Ch. 7, Animals and Fowl. Next steps: hold a work session to finalize some of the language within the Ord. before it comes back to council for a vote. Looking at holding work session on 5/24.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Brooke Engeman, Julie Engeman and Tom Rodgers wished to speak about Ch. 7. Brooke described an incident that happened to her dog Lola while in Adair, IA, where a pit bull ban was in place. Lola was attacked by a pit bull. Julie also discussed this incident and how it has affected all of their lives. If you lift the breed specific language from your ordinance, who will be accountable if a pit bull gets loose

and mauls another animal or a child? Tom shared he was employed with the City in 2002 when CharLee Shepherd was mauled by a pit bull in her back yard and the ban was then put in place. Council at the time was angry that something like this could happen in their community. We have been very fortunate to not have another incident and we have an animal control officer who deals with this on a daily basis. Please consider keeping the breed specific language in place.

Roe moved, seconded by McAntire to accept bid and award contract for the 2022 RFP#2 – West End Valve Check Installation to DC Concrete and Construction of Douds, IA for $8,200 and auth. the Mayor to sign the contract. Two bids were rec'd. All ayes.

This was the time, place and date set for a public hearing on the Proposed Amendment to the FY22 City Budget. Roe inquired on part of the amendment including changes in airport operations; he also asked about having periodic presentations from the Airport staff since the City took over FBO operations because we have not had any to date. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. All ayes.

Roe moved, seconded by Hull that Res. No. 125-2022, amending the annual budget for the FY ending June 30, 2022, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on proposed Ord. No. 3197-2022, amending the zoning ord. of the City of Ottumwa, IA, by conditionally rezoning property generally located at 1321 Asbury Dr. and direct the Zoning Admin. to note Ord. Number and Date of change on the official zoning map. Comm. Development Dir. Simonson reported Ord. No. 3124-2017 provided conditional rezoning of property at 1321 Asbury from R-1 to R-5 for a multi-family residential development not to exceed 63 units and to begin within 5 yrs. The ord. provided for extension, if the developer was able to demonstrate pursuing completion of the project. Jim Danaher, owner, submitted a progress report; which he developed a project for the site for the 2021 Iowa Low Income Tax Credit application. This Ord. extends the current rezoning with the same terms. No objections were rec'd. Galloway moved, seconded by Hull to close the public hearing. All ayes.

Hull moved, seconded by Roe to pass the first consideration of Ord. No. 3197-2022, amending the Zoning Ordinance of the City of Ottumwa, IA by conditionally rezoning property generally located at 1321 Asbury Dr. and direct the Zoning Admin. to note Ord. Number and date of change on the official zoning map. All ayes.

Galloway moved, seconded by McAntire that Res. No. 126-2022, auth. Mayor to sign and submit the CDBG Application for Ottumwa Blessings Soup Kitchen/Food Program Assistance Project and, if funded, sign all contract related docs, and rescind Res. No. 77-2022. Simonson reported an error occurred in Res. No. 77-2022 that referenced a local match from a different CDBG program. This program does not require a match from the City or Blessings. All ayes.

Roe moved, seconded by McAntire that Res. No. 127-2022, approving submission of application for the IA Airport Capital Improvement Program (ACIP) and Cert. Eligibility Reqs. for fiscal years 2023-2026. Airport Mgr. Wheaton reported the updated project plan includes taxiway improvements (2023), construct hanger (2025), and terminal Apron Improvements in 2026. IADOT covers 85% with local match being 15% of the projects. All ayes.

Roe moved, seconded by Pope that Res. No. 128-2022, directing acceptance of a proposal to purchase $5,000,000 Gen. Obligation Capital Loan Notes, Series 2022A, be passed and adopted. Tim Oswald of Piper Sandler presented bids received for the City's GO CLN Series 2022A and Taxable GO CLN Series

2022B. Key Government Finance, Inc. (KGF) provides the best and most favorable proposal for both Series. This option is more cost effective for the City than selling conventional bonds. All ayes.

Hull moved, seconded by McAntire that Res. No. 129-2022, directing acceptance of a proposal to purchase $3,000,000 Taxable Gen. Obligation Capital Loan Notes, Series 2022B, be passed and adopted. All ayes.

Hull moved, seconded by Roe that Res. No. 130-2022, approve Change Order No. 5 for the Blake's Branch Sewer Separation Ph. 8, Div. 1 Project, be passed and adopted. City Engineer Burgmeier stated CO#5 increases contract amt. $4,590; new contract sum $12,161,467.25. All ayes.

McAntire moved, seconded by Hull that Res. No. 135-2022, awarding the contract for asbestos abatement and demolition of condemned property at 209 W. Fifth to Weston McKee in the amt. of $38,000. Simonson reported two bids rec'd. All ayes.

Roe moved, seconded by Pope that Res. No. 137-2022, approving execution of Affidavit of Possession and Explanatory of Title for the property known as Legion Field, be passed and adopted. Rath reported this affidavit has been presented by legal to clear up the entity who has the proper authority to own said property. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Jim & Lori Rushman requested to discuss the empty lot located at 817 Chester. We filed a petition with the City on July 12, 2019 to purchase the empty lot at 817 Chester and provided a $50 deposit at that time. This process normally takes approx. 60 days, but it shows that someone else has purchased the lot. Want a better explanation of the process.

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

Adjournment was at 6:59 P.M.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 5/31/2022

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 17 — May 24, 2022
Council Chambers, City Hall — 5:00 O'Clock P.M.

The meeting was called to order at 5:00 P.M.

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

Galloway moved, seconded by McAntire to approve the agenda as presented. Motion carried 3-0 vote. Council Members Roe and Hull were absent.

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

Pope moved, seconded by McAntire that Res. No. 138-2022, fixing date for Public Hearing on proposal to convey certain real property to Joe Wiley, and Providing for publication of notice thereof, be passed and adopted. Motion carried 3-0 vote. Council Members Roe and Hull were absent.

Pope moved, seconded by Galloway that Res. No. 139-2022, Authorizing request for designating a portion of Fourth St., from Jefferson to Wapello, with Honorary St. Name – Dr. MLK, Jr. Way, be passed and adopted. Motion carried 3-0 vote. Council Members Roe and Hull were absent.

Galloway moved, seconded by McAntire to approve temp. outdoor service area for Ottumwa Elks Lodge 347, 6/21-6/25/22 at Jimmy Jones Shelter for Ottumwa Balloon Races event. Clerk Reinhard explained this is an annual event put on by the Elks Lodge that you normally see within Consent Agenda items. Motion carried 3-0 vote. Council Members Roe and Hull were absent.

Mayor Johnson called the meeting to recess at 5:07 P.M.

Council reconvened at 5:25 P.M. in Room 108 for Work Session Proceedings.

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

Also present: City Admin. Rath, Comm. Service Officer Williams, Attorney Stone and Brundage (from A&C); Preston Moore, IA State Dir. Humane Society; Tom Rodgers, Citizen; Shelle Harvey and Pam, Heartland Humane; members of We C.A.R.E – Kathy Caldwell, Felisha Morrow, Laryssa Droz, Melissa Childs.

Rath began by introducing Ord. No. 3198-2022, an Ord. Repealing and Replacing Ch. 7, Animals and Fowl, of the Municipal Code of the City of Ottumwa. Roe turned in his suggestions on the definition of pit bull; would like to add references as defined by the American Kennel Club (AKC) or United Kennel Club (UKC).

Galloway would like to see the code with a threshold (or percentage) of what constitutes a pit bull within the mixed breed definition. What percentage must a mixed breed contain to be considered a pit bull (is it 5%, 40%, 60%?) Attorney Brundage stated he has not seen any codes that specify a percentage; if you define a threshold then you have the burden of proof and will do DNA tests on every dog presented as "mixed breed." Galloway stated if we continue to have breed specific language, then we need to have a

threshold; if no breed specific language, then no threshold. Mayor added, if we have a threshold it wouldn't leave this question subjective to visual identification. It would be easier to be compliant.

Do we need to include other breeds within our language?

We want to provide a cleaner definition of pit bull; remove mixed breed.

All Service Animals need to be licensed, regardless of breed. This is a change from our current Ord.

Identifying timeframes for noisy animals, hitching and tethering. Galloway stated, we need to have both sections: proper shelter and tethering. Animals who are tethered may show tendencies of being aggressive and attacking; and what sort of socialization are they getting? Would like enforcement to begin after 4 hours of being tethered.

Irresponsible owners and abandonment. Rath suggested if any money is recovered from a citation issued to the owner of an abandoned animal, it could be given to Heartland to help cover some costs associated with taking the animal in from the Police Dept.

Galloway suggested moving pit bulls to "high risk" definition. Rath added, Roe mentioned he wanted to keep it; both McAntire and Pope agree to keep it in place as "dangerous animal."

Defining Criminal fees, Simple Misdemeanor or Civil Citations for different levels of violations.

Rath then began discussion on the Human Rights Commission. Attorney Stone expressed concern about specifically designating the make-up of the board. Anytime you are giving special treatment to a protected class it results in high scrutiny. You would like to see participation of the protected classes, but you should not state the board must be made up of such. Suggested changing the statement to "the makeup of Commission members will be reflective of the diversity of the community" which will be included when drafting the ordinance. Will this commission have a budget to work with? The ordinance can be drafted to include this. Stone reminded council that there are differences between the commissions as defined under the Iowa Civil Rights Act. If your city population reaches 29,000, you are required to have a civil rights commission that receives, investigates, mediates and determines the merits of complaints alleging unfair or discriminatory practices. This is different from a Human Rights Commission, which is being formed to help collaborate with organizations and individuals in our community to provide education and training along with advocacy to reach the goal of ending discrimination and inequities. Rath also shared that once this is established and we have members appointed, we will have training opportunities from the state.

There being no further business, Galloway moved, seconded by McAntire that the meeting adjourn. Motion carried 3-0 vote. Council Member Roe and Hull were absent.

Adjournment was at 7:27 P.M.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christa Reinhard

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 6/7/2022

CITY OF OTTUMWA
VENDOR PAYMENT REPORT
APRIL, 2022

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00316	ACCENT WIRE-TIE	214184	4/1/2022	6,812.70	VHCL MTCE SUPPLIES
00320	ACCO	214185	4/1/2022	2,267.09	OPERATING SUPPLIES
00690	AFLAC	214409	4/22/2022	1,776.14	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	214300	4/15/2022	21,595.72	LEGAL FEES
01700	ALLIANT ENERGY/IPL	214231	4/8/2022	73,206.04	ELECTRIC
02080	ALTORFER INC.	214232	4/8/2022	159.90	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	214410	4/22/2022	463.00	MERCHANDISE - RESALE
05395	ALLISON ARMSTRONG	214411	4/22/2022	40.00	PARKING VIOLATION FINES
05459	PETER ARIKI	214412	4/22/2022	50.00	REFUNDS
05681	ATLANTIC BOTTLING COMPANY	214413	4/22/2022	396.45	CONCESSION - RESALE
05700	ATOMIC TERMITE & PEST	214234	4/8/2022	130.00	GROUNDS MAINT & REPAIR
05860	AUTOZONE INC	214302	4/15/2022	67.09	OPERATING SUPPLIES
05862	AVFUEL CORP	214187	4/1/2022	65,099.60	AVIATION FUEL
05873	AVESIS THIRD PARTY	214461	4/29/2022	2,333.24	AVESIS PAYABLE
05874	AVENU	214304	4/15/2022	350.00	TECHNOLOGY SERVICES
06015	BMI AUDIT SERVICES	214414	4/22/2022	4,209.00	CONTRACTUAL SERVICES
06478	BAILEY OFFICE EQUIPMENT	214236	4/8/2022	1,127.62	OFFICE SUPPLIES
07648	MARK J BECKER & ASSOC LLC	214188	4/1/2022	11,917.22	OTHER PROF SERV
07873	JASON BELL	214237	4/8/2022	9.31	TRAVEL & CONFERENCE
09341	BLACKHAWK BODYSHOP AND	214415	4/22/2022	2,447.63	EQUIP REPAIR
09352	BLACKSTONE PUBLISHING	214416	4/22/2022	89.99	LIBRARY MAT-GRUBB ESTATE
09360	BLACK'S TIRE COMPANY LLC	214238	4/8/2022	2,758.86	VHCL MTCE SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	214307	4/15/2022	68.89	TELEPHONE/IT
11495	BRIDGE CITY TRUCK REPAIR	214462	4/29/2022	1,067.34	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	214308	4/15/2022	152,497.75	OTHER PROF SERV
12500	BUB'S TREE CARE	214189	4/1/2022	8,700.00	MISCELLANEOUS
12971	PHILLIP BURGMEIER	214310	4/15/2022	12.00	TRAVEL & CONFERENCE
13646	CALHOUN-BURNS & ASSOC INC	214464	4/29/2022	7,004.30	ENGINEERING
14317	CAPITAL ONE	214191	4/1/2022	1,431.26	SUSTENANCE SUPPLIES
14318A	CAPITAL CITY EQUIPMENT CO	214241	4/8/2022	404.35	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	214242	4/8/2022	957.50	TOOLS & SMALL EQUIP
16265	CENTER POINT LARGE PRINT	214311	4/15/2022	87.48	LIBRARY MAT-GRUBB ESTATE
16300	CENTRAL IOWA FASTENERS	214312	4/15/2022	28.11	MISCELLANEOUS
16312	CENTRAL SALT LLC	214466	4/29/2022	5,962.05	STREET MAINT SUPPLIES
16402	CENTURYLINK	214244	4/8/2022	4,438.88	TELEPHONE/IT
16403	CENTURYLINK	214313	4/15/2022	208.31	TELEPHONE/IT
17825	CITY OF OTTUMWA, CEMETERY	214192	4/1/2022	575.00	CASH INVESTED PASSBK SVNG
18379	CLEMONS INC OF OTTUMWA	214314	4/15/2022	284.32	VHCL MTCE SUPPLIES
18834	COLD SPRING GRANITE COMPA	214467	4/29/2022	357.00	MERCHANDISE - RESALE
18980	COLLECTION SERVICES	214468	4/29/2022	6,557.65	CHILD SUPPORT PAYABLE
19681	COMMERCIAL RECREATION	214469	4/29/2022	3,014.40	EQUIP REPAIR
21825	CREDIT UNION	214470	4/29/2022	55,212.07	CREDIT UNION PAYABLE
22277	CURTIS ARCHITECTURE	214195	4/1/2022	33,300.00	CONTRACTUAL SERVICES
22479	D P PLUMBING PLUS	214471	4/29/2022	3,300.00	CONTRACTUAL SERVICES
23945	SHANNON DEEVERS	214519	4/29/2022	171.59	IPERS WH PAYABLE
24330	DERANS TOWING SERVICE	214317	4/15/2022	230.00	CENTRAL GARAGE/VEHICLES
24375	DESIGN WORKSHOP, INC	214420	4/22/2022	7,856.50	COMPREHENSIVE PLAN
24570	DEWEY FORD INC	214318	4/15/2022	30,899.84	OTHER CAPITAL EQUIP
25361	DOUDS STONE LLC	214196	4/1/2022	8,631.98	STREET MAINT SUPPLIES
25390	ADVANTAGE ADMINISTRATORS	214474	4/29/2022	5,026.68	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	214198	4/1/2022	119,035.99	ENGINEERING
26050	EARL MAY SEED & NURSERY	214199	4/1/2022	348.94	STREET MAINT SUPPLIES
27005	ELECTRIC PUMP, INC.	214200	4/1/2022	5,031.04	OTHER MAINT & REPAIR
27010	CONSOLIDATED ELECTRICAL	214476	4/29/2022	16.81	GROUNDS MAINT & REPAIR

CITY OF OTTUMWA
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Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
27272	ELLIOTT BULK SERVICES LLC	214320	4/15/2022	9,984.98	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	214201	4/1/2022	36,019.39	VHCL-FUEL
27552	EMPOWER RETIREMENT	214477	4/29/2022	1,050.00	HARTFORD DEF COMP PAYABLE
27795	ENVISIONWARE, INC.	214423	4/22/2022	702.02	CONTRACTUAL SERVICES
27823	ERHARDT, CLAYTON	214246	4/8/2022	620.00	RENTS & LEASES
27827	ESPINOZA, AMANDA	214322	4/15/2022	50.00	REFUNDS
28208	EUROFINS ENVIRONMENT	214203	4/1/2022	1,407.00	LAB SUPPLIES
28449	EVORA CONSULTING, LTD	214323	4/15/2022	15,642.05	CONTRACTUAL SERVICES
29090	FAMILY ANIMAL CARE	214425	4/22/2022	415.00	OTHER PROF SERV
29300	FASTENAL COMPANY	214426	4/22/2022	437.00	TOOLS & SMALL EQUIP
31384	FRONTLINE PUBLIC SAFETY	214427	4/22/2022	3,000.00	TECHNOLOGY SERVICES
31459	GRP & ASSOCIATES	214247	4/8/2022	52.00	HAZARDOUS WASTE DISPOSAL
33210	GRAFIX SHOPPE	214204	4/1/2022	172.55	VHCL MTCE SUPPLIES
33635	GREAT WESTERN SUPPLY CO	214248	4/8/2022	1,741.06	OPERATING SUPPLIES
33701	GREGORY CONTAINER	214249	4/8/2022	7,119.00	OTHER CAPITAL EQUIP
33721	GREINER IMPLEMENT CO INC	214478	4/29/2022	122.00	VHCL MTCE SUPPLIES
34894	JEFFREY HAMANN	214324	4/15/2022	120.00	SUSTENANCE SUPPLIES
34900	HAMILTON PRODUCE COMPANY	214428	4/22/2022	3,164.34	NATURAL/PROPANE GAS
34966	HARDY DIAGNOSTICS	214250	4/8/2022	368.80	LAB SUPPLIES
36074	HAWKEYE ENVIRONMENTAL	214479	4/29/2022	2,400.00	CONTRACTUAL SERVICES
36077	HAWKEYE COMMUNITY COLLEGE	214252	4/8/2022	400.00	TRAINING
36302	HEARTLAND HUMANE SOCIETY	214253	4/8/2022	4,895.00	DOG LICENSES
36850	HELMUTH REPAIR, INC.	214254	4/8/2022	352.35	OPERATING SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	214325	4/15/2022	74.00	ADVERT/LEGAL PUBL
37567	HINSHAW TRAILER SALES	214480	4/29/2022	100.00	VHCL MTCE SUPPLIES
37640	JEFFREY HOFFMAN	214255	4/8/2022	121.68	TRAINING
38147	THE HOME CITY ICE CO	214326	4/15/2022	76.00	OPERATING SUPPLIES
39185	HUMANA INSURANCE CO	214481	4/29/2022	24,143.41	MEDICARE PREMIUMS
39432	HY-VEE FOOD STORES	214429	4/22/2022	2,121.12	TRAVEL & CONFERENCE
39438	HY-VEE ACCOUNTS RECEIVABL	214430	4/22/2022	28.55	SUSTENANCE SUPPLIES
41505A	IMWCA	214431	4/22/2022	114,312.62	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	214205	4/1/2022	3,530.75	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	214206	4/1/2022	148.00	BLDG MAINT & REPAIR
41925	INDUSTRIAL MEDICINE	214327	4/15/2022	133.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	214258	4/8/2022	3,196.03	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	214483	4/29/2022	3,314.14	LIBRARY MAT-GRUBB ESTATE
42170	INLAND TRUCK PARTS & SERV	214260	4/8/2022	112.07	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	214261	4/8/2022	186.94	VHCL MTCE SUPPLIES
43310	IOWA BRIDGE & CULVERT INC	214208	4/1/2022	33,392.01	ENGINEERING EXPENSE
43557	IOWA FENCE INC	214432	4/22/2022	2,325.00	CONTRACTUAL SERVICES
43561	IOWA FIRE MARSHALLS ASSOC	214433	4/22/2022	50.00	TRAINING
43880A	IA LAW ENFORCEMENT ACADEM	214262	4/8/2022	200.00	OTHER PROF SERV
43999	IOWA ONE CALL	214263	4/8/2022	112.50	TELEPHONE/IT
44259	IOWA TIRE SALES COMPANY	214484	4/29/2022	475.00	VHCL MTCE SUPPLIES
45044	JEO CONSULTING GROUP, INC	214434	4/22/2022	1,750.00	ENGINEERING
45057	J & J MOWING	214209	4/1/2022	1,445.00	CONTRACTUAL SERVICES
45616	JERRY'S TREE SERVICE	214264	4/8/2022	16,610.00	TREE TRIMMING
45974	JOHN DEERE FINANCIAL	214210	4/1/2022	2,355.76	SUSTENANCE SUPPLIES
49042	KIRKHAM MICHAEL	214328	4/15/2022	9,949.34	ENGINEERING
49500	KNIGHTS OF COLUMBUS	214486	4/29/2022	100.00	PROGRAM SUPPLIES
50620	LANGMAN CONSTRUCTION, INC	214329	4/15/2022	117,922.08	UTILITY SYSTEM
51418	LEGACY FOUNDATION	214330	4/15/2022	112.00	MISCELLANEOUS
51969	LIBERTY TIRE SERVICES LLC	214266	4/8/2022	3,910.27	TIRE DISPOSAL
52990	LOKTRONICS SECURITY CORP	214331	4/15/2022	228.50	OPERATING SUPPLIES

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53691	MACQUEEN EQUIPMENT	214267	4/8/2022	532.29	VHCL MTCE SUPPLIES
54390	MANATT'S INC	214332	4/15/2022	6,964.45	STREET MAINT SUPPLIES
54534	MARENGO PUBLIC LIBRARY	214268	4/8/2022	10.99	LIBRARY MAT-GRUBB ESTATE
56656	MCKEE CONSTRUCTION AND	214489	4/29/2022	28,500.00	CONTRACTUAL SERVICES
56667	MCKENNY, RACHEL	214269	4/8/2022	100.00	PROGRAM SUPPLIES
57195	MCMASTER-CARR	214270	4/8/2022	69.44	OPERATING SUPPLIES
57385	MENARDS	214334	4/15/2022	3,143.77	BLDG MAINT & REPAIR
57518	SYMETRA LIFE INSURANCE CO	214490	4/29/2022	8,450.02	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	214336	4/15/2022	5,144.64	NATURAL GAS
59382	MIDWEST TAPE	214491	4/29/2022	266.88	LIBRARY MAT-GRUBB ESTATE
59753	MIKES TIRE AND	214271	4/8/2022	280.00	VHCL MTCE SUPPLIES
60299	MISSION SQUARE RETIREMENT	214493	4/29/2022	3,415.38	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM,	214272	4/8/2022	85.00	OPERATING SUPPLIES
61785	MOTION INDUSTRIES	214441	4/22/2022	721.36	TOOLS & SMALL EQUIP
62541	STEVE MUNDELL CONSTRUCTIO	214495	4/29/2022	1,650.00	OPERATING SUPPLIES
62580	MUNICIPAL PIPE TOOL CO LL	214340	4/15/2022	540.96	VHCL MTCE SUPPLIES
62601	MUNICODE	214215	4/1/2022	546.90	ADVERT/LEGAL PUBL
65985	NORSOLV SYSTEMS ENVIRONM	214216	4/1/2022	169.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	214442	4/22/2022	3,628.55	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	214341	4/15/2022	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	214274	4/8/2022	602.14	OPERATING SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	214496	4/29/2022	1,248.00	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	214275	4/8/2022	805.45	VHCL MTCE SUPPLIES
68000	OTTUMWA COURIER	214443	4/22/2022	127.60	ADVERT/LEGAL PUBL
68192	OTTUMWA FIBER LLC	214217	4/1/2022	150.00	TECHNOLOGY SERVICES
68239	OTTUMWA GLASS	214276	4/8/2022	215.00	OPERATING SUPPLIES
68240	OTTUMWA GLASS COMPANY	214444	4/22/2022	142.20	OPERATING SUPPLIES
68560	OTTUMWA PRINTING, INC.	214342	4/15/2022	1,569.00	OFFICE SUPPLIES
69040	OTTUMWA WATER AND HYDRO	214277	4/8/2022	11,613.27	BILLING FEES-WW
69170	OUTLAW REBEL RIDERS	214446	4/22/2022	50.00	REFUNDS
69688	DIXIE L PARKER	214278	4/8/2022	1,600.00	JANITORIAL
71625	PETTY CASH OTTUMWA PARK	214219	4/1/2022	200.00	CAMPING FEES
72238	PURCHASE POWER	214447	4/22/2022	1,500.00	POSTAGE & SHIPPING
72879	POLK COUNTY SHERIFF	214344	4/15/2022	1,156.61	GARNISHMENTS PAYABLE
73420	PRAIRIE AG SUPPLY INC	214499	4/29/2022	5,253.37	OTHER CAPITAL EQUIP
73926	PRODUCTIVITY PLUS ACCOUNT	214345	4/15/2022	1,320.92	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	214279	4/8/2022	2,100.00	JANITORIAL
74626	QUALITY SERVICES CORP	214221	4/1/2022	243.52	VHCL MTCE SUPPLIES
74743	GULLETT FENCE	214281	4/8/2022	400.00	GROUNDS MAINT & REPAIR
74955	RACOM CORPORATION	214500	4/29/2022	22,768.89	OTHER CAPITAL EQUIPMENT
75152	PHILIP RATH	214222	4/1/2022	116.65	TRAVEL & CONFERENCE
76296	CHRISTINA REINHARD	214501	4/29/2022	99.33	TRAVEL & CONFERENCE
76343	RENFREW DOZING	214346	4/15/2022	5,640.00	TREE TRIMMING
77196	RIVER HILLS COMMUNITY	214283	4/8/2022	1,650.00	EMPLOYEE PHYSICALS/TESTS
77466	ROCHESTER ARMORED CAR	214223	4/1/2022	891.98	OTHER PROF SERV
77800	ROSENMANS INC	214284	4/8/2022	3,067.90	OPERATING SUPPLIES
78105	ROYAL PORTABLE TOILETS	214502	4/29/2022	456.76	SANITATION
78180	JAMES/LORI RUSHMAN	214503	4/29/2022	50.00	REFUNDS
78279	S & L ALL SEASON	214285	4/8/2022	729.94	EQUIP REPAIR
78291	S & S PLUMBING, HEATING,	214348	4/15/2022	5,058.40	BLDG MAINT & REPAIR
78718	SANDRY FIRE SUPPLY LLC	214286	4/8/2022	3,479.26	TECHNOLOGY
79154	SAVE OTTUMWA WEEKLY	214287	4/8/2022	200.00	ADVERT/LEGAL PUBL
79358	SCHUMACHER ELEVATOR CO	214451	4/22/2022	513.66	BUILDING MAINTENANCE REPA
79970	LARRY SEALS	214349	4/15/2022	8.01	TRAVEL & CONFERENCE

CITY OF OTTUMWA
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Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
81429	AARON SHORT	214505	4/29/2022	145.52	SUSTENANCE SUPPLIES
82127	ZACH SIMONSON	214288	4/8/2022	97.57	TRAVEL & CONFERENCE
82136	SINCLAIR NAPA	214289	4/8/2022	654.70	VHCL MTCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	214290	4/8/2022	4,300.00	CONTRACTUAL SERVICES
83160	SOLENIS	214506	4/29/2022	4,602.89	OPERATING SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	214350	4/15/2022	77.22	ELECTRIC
84947	STANARD & ASSOC INC	214351	4/15/2022	123.50	OTHER PROF SERV
86196	THE STITCH DOCTOR	214452	4/22/2022	91.72	SUSTENANCE SUPPLIES
86324	SHANA L. STUART	214507	4/29/2022	3,000.00	OTHER PROF SERV
86970	SUPREME STAFFING INC	214508	4/29/2022	16,371.12	CONTRACT EMPLOYEES
88000	TEAMSTER LOCAL UNION 238	214509	4/29/2022	1,263.60	POLICE UNION DUES PAYABLE
88053	TECHNOLOGY SERV & SOLUTIO	214453	4/22/2022	390.00	OFFICE/COMP. EQUIP MAINT.
88858	TIFCO INDUSTRIES	214454	4/22/2022	1,556.62	VHCL MTCE SUPPLIES
89090	TOTAL CHOICE SHIPPING	214455	4/22/2022	267.80	PRINTING
89855	TRUITT ABSTRACT COMPANY	214510	4/29/2022	750.00	CONTRACTUAL SERVICES
90851	UNITED SEEDS INC	214511	4/29/2022	975.00	GROUNDS MAINT & REPAIR
90861	US CELLULAR	214512	4/29/2022	173.96	CONTRACTUAL SERVICES
91835	USA BLUE BOOK	214224	4/1/2022	1,424.45	SUSTENANCE SUPPLIES
92555	THE VAN METER COMPANY	214294	4/8/2022	647.16	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	214353	4/15/2022	147.47	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	214513	4/29/2022	91,242.88	MISCELLANEOUS
92681A	VERMEER IOWA & N MISSOURI	214514	4/29/2022	611.00	VHCL MTCE SUPPLIES
94720	WAPELLO COUNTY SHERIFF	214295	4/8/2022	8,935.69	NATURAL GAS
94721	WAPELLO CO SHERIFF'S OFFI	214226	4/1/2022	1,591.40	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	214515	4/29/2022	39.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	214296	4/8/2022	32.29	WATER
95368	WAYNE'S TIRE	214516	4/29/2022	957.34	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	214355	4/15/2022	246,567.82	GROUP HEALTH CLAIMS
96525	JAY WHEATON	214458	4/22/2022	175.11	SUSTENANCE SUPPLIES
96792	WILLETT HOFMANN	214298	4/8/2022	17,237.50	OTHER PROF SERV
97305	WINDSTREAM	214299	4/8/2022	1,941.92	TELEPHONE/IT
97320	WINGER COMPANIES	214356	4/15/2022	7,103.09	OPERATING SUPPLIES
97334	WINN CORP	214357	4/15/2022	10,639.39	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	214459	4/22/2022	22,099.58	NATURAL GAS
ACH	US TREASURY			19,710.21	FICA CITY SHARE PAYABLE
ACH	US TREASURY			19,639.84	FICA CITY SHARE PAYABLE
ACH	US TREASURY			20,970.62	FICA CITY SHARE PAYABLE
ACH	TREASURER STATE OF IOWA			31,559.28	STATE TAX PAID
ACH	TREASURER STATE OF IOWA			16,467.52	STATE TAX PAID
ACH	IPERS			43,022.76	EMPLOYERS SHARE OF IPERS
ACH	MFPRSI			75,926.57	EMPLOYERS SHARE OF MFPRSI
ACH	PURCHASING CARD			60,361.36	COMMERCIAL CARD PMT
ACH	PURPETUAL CARE ANNUAL REPORT			167.00	IOWA INSURANCE DIVISION
			Totals for April	**1,966,157.85**	

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
APRIL, 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS
TOTALS FOR FUND 001	GENERAL OPER	2,818,363.58	3,456,917.98	1,633,390.24
TOTALS FOR FUND 002	PARKING RAMP	42,325.04	978.00	647.16
TOTALS FOR FUND 003	GENERAL-ARPA	1,821,787.55		562,117.00
TOTALS FOR FUND 110	ROAD USE TAX	4,512,300.05	493,316.31	351,464.98
TOTALS FOR FUND 112	EMPLOYEE BEN	339,763.87	1,893,596.82	440,481.51
TOTALS FOR FUND 119	EMERGENCY FU		60,149.91	60,149.91
TOTALS FOR FUND 121	SALES TAX 1%	7,170,578.25	309,761.81	472,317.33
TOTALS FOR FUND 122	**********			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	(460,418.26)	76,018.19	371,386.50
TOTALS FOR FUND 126	AIRPORT TIF	14,025.03	38,493.56	
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	94,108.24	55,290.84	1,047.00
TOTALS FOR FUND 129	RISK MANAGEM	545,016.30	306,278.56	242,969.19
TOTALS FOR FUND 131	AIRPORT FUND	316,707.21	124,102.57	140,792.20
TOTALS FOR FUND 133	LIBRARY FUND	211,506.40	153,549.21	86,920.40
TOTALS FOR FUND 135	CEMETERY FUN	(3,075.35)	69,653.26	33,988.57
TOTALS FOR FUND 137	HAZ-MAT FUND	145,285.91	34,800.26	17,387.82
TOTALS FOR FUND 141	2023 UPPER S	8,078.12		2,400.00
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	901,590.77	14,395.47	159,360.34
TOTALS FOR FUND 162	SSMID DISTRI	47,342.86	10,027.09	8,000.00
TOTALS FOR FUND 167	FIRE BEQUEST	13,880.23	240.00	240.00
TOTALS FOR FUND 169	START UP/DON	(165.20)		
TOTALS FOR FUND 171	RETIREE HEAL			
TOTALS FOR FUND 173	LIBRARY BEQU	89,527.53	548.94	7,914.44
TOTALS FOR FUND 174	COMMUNITY DE	124,329.27	125.00	
TOTALS FOR FUND 175	POLICE BEQUE	191,895.85	600.00	
TOTALS FOR FUND 177	HISTORIC PRE	1,446.09		
TOTALS FOR FUND 200	DEBT SERVICE	1,767,112.87	2,097,579.82	1,147,650.00
TOTALS FOR FUND 301	STREET PROJE	2,934,208.25	119,863.06	147,643.90
TOTALS FOR FUND 303	AIRPORT PROJ	(257,211.52)	232,360.67	5,247.01
TOTALS FOR FUND 307	SIDEWALK & C	93,131.17		2,374.54
TOTALS FOR FUND 309	PARK PROJECT	429,079.62	112,358.03	21,419.69
TOTALS FOR FUND 311	LEVEE PROJEC	(103,482.68)		34,043.54

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
APRIL, 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS
TOTALS FOR FUND 313	EVENT CENTER	92,046.06		47.05
TOTALS FOR FUND 315	SEWER CONSTR	4,951,094.62	1,750.00	218,934.85
TOTALS FOR FUND 320	WEST END FLO			
TOTALS FOR FUND 501	CEMETERY MEM	2,713.29		
TOTALS FOR FUND 503	CEMETERY PER	575.00	632.00	575.00
TOTALS FOR FUND 610	SEWER UTILIT	4,371,869.73	666,030.42	718,542.60
TOTALS FOR FUND 611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND 612	STORM WATER			
TOTALS FOR FUND 613	SEWER IMPROV	3,925,003.00	41,667.00	
TOTALS FOR FUND 670	LANDFILL FUN	1,496,882.41	197,342.36	164,839.47
TOTALS FOR FUND 671	LANDFILL RES	1,167,302.00		
TOTALS FOR FUND 673	RECYCLING	481,078.17	77,184.94	56,931.58
TOTALS FOR FUND 690	TRANSIT FUND	630,272.72		2,089.58
TOTALS FOR FUND 695	1015 TRANSIT			
TOTALS FOR FUND 720	BRIDGEVIEW E	161,498.24		
TOTALS FOR FUND 750	GOLF COURSE	31,189.62	5,000.00	
TOTALS FOR FUND 810	POOLED INVES	(47,644,724.45)	24,384.87	
TOTALS FOR FUND 820	PAYROLL CLEA	210,878.69	671,860.04	566,465.64
TOTALS FOR FUND 840	EQUIPMENT PU	1,107,702.17		35,859.83
TOTALS FOR FUND 860	GROUP HEALTH	5,784,627.96	287,958.70	248,312.20
TOTALS FOR FUND 861	POST 65 RETI	394,669.45	27,096.40	24,367.01
TOTALS FOR FUND 862	DENTAL INSUR	76,718.48	7,634.50	10,375.30
TOTALS FOR FUND 863	LIFE INSURAN	32,416.69	4,203.50	8,450.02
	TOTALS	**2,619,699.28**	**11,673,750.09**	**8,007,143.40**

ACCOUNT NUMBER / ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001 GENERAL OPER	2818363.58	3456917.98	1633390.24	4641891.32	29752.36	4671643.68
TOTALS FOR FUND 002 PARKING RAMP	42325.04	978.00	647.16	42655.88		42655.88
TOTALS FOR FUND 003 GENERAL-ARPA	1821787.55		562117.00	1259670.55		1259670.55
TOTALS FOR FUND 110 ROAD USE TAX	4512300.05	493316.31	351464.98	4654151.38	14012.39	4668163.77
TOTALS FOR FUND 112 EMPLOYEE BEN	339763.87	1893596.82	440481.51	1792879.18		1792879.18
TOTALS FOR FUND 119 EMERGENCY FU		60149.91	60149.91			
TOTALS FOR FUND 121 SALES TAX 1%	7170578.25	309761.81	472317.33	7008022.73		7008022.73
TOTALS FOR FUND 122 **********						
TOTALS FOR FUND 123 AGASSI TIF D						
TOTALS FOR FUND 124 VOGEL URBAN						
TOTALS FOR FUND 125 WESTGATE TIF	-460418.26	76018.19	371386.50	-755786.57	9784.50	-746002.07
TOTALS FOR FUND 126 AIRPORT TIF	14025.03	38493.56		52518.59		52518.59
TOTALS FOR FUND 127 PENNSYLVANIA						
TOTALS FOR FUND 128 WILDWOOD HWY	94108.24	55290.84	1047.00	148352.08		148352.08
TOTALS FOR FUND 129 RISK MANAGEM	545016.30	306278.56	242969.19	608325.67		608325.67
TOTALS FOR FUND 131 AIRPORT FUND	316707.21	124102.57	140792.20	300017.58	642.01	300659.59
TOTALS FOR FUND 133 LIBRARY FUND	211506.40	153549.21	86920.40	278135.21	1855.20	279990.41
TOTALS FOR FUND 135 CEMETERY FUN	-3075.35	69653.26	33988.57	32589.34	4056.37	36645.71
TOTALS FOR FUND 137 HAZ-MAT FUND	145285.91	34800.26	17387.82	162698.35	550.00	163248.35
TOTALS FOR FUND 141 2023 UPPER S	8078.12		2400.00	5678.12		5678.12
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	142220.06			142220.06		142220.06
TOTALS FOR FUND 147 CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148 2016 OWW CDB						
TOTALS FOR FUND 151 OTHER BOND P	901590.77	14395.47	159360.34	756625.90	56731.39	813357.29
TOTALS FOR FUND 162 SSMID DISTRI	47342.86	10027.09	8000.00	49369.95		49369.95
TOTALS FOR FUND 167 FIRE BEQUEST	13880.23	240.00	240.00	13880.23		13880.23
TOTALS FOR FUND 169 START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171 RETIREE HEAL						
TOTALS FOR FUND 173 LIBRARY BEQU	89527.53	548.94	7914.44	82162.03	5364.50	87526.53
TOTALS FOR FUND 174 COMMUNITY DE	124329.27	125.00		124454.27		124454.27
TOTALS FOR FUND 175 POLICE BEQUE	191895.85	600.00		192495.85	16.00	192511.85
TOTALS FOR FUND 177 HISTORIC PRE	1446.09			1446.09		1446.09
TOTALS FOR FUND 200 DEBT SERVICE	1767112.87	2097579.82	1147650.00	2717042.69		2717042.69
TOTALS FOR FUND 301 STREET PROJE	2934208.25	119863.06	147643.90	2906427.41	1100.00	2907527.41
TOTALS FOR FUND 303 AIRPORT PROJ	-257211.52	232360.67	5247.01	-30097.86	1791.67	-28306.19
TOTALS FOR FUND 307 SIDEWALK & C	93131.17		2374.54	90756.63		90756.63
TOTALS FOR FUND 309 PARK PROJECT	429079.62	112358.03	21419.69	520017.96		520017.96
TOTALS FOR FUND 311 LEVEE PROJEC	-103482.68		34043.54	-137526.22		-137526.22
TOTALS FOR FUND 313 EVENT CENTER	92046.06		47.05	91999.01		91999.01
TOTALS FOR FUND 315 SEWER CONSTR	4951094.62	1750.00	218934.85	4733909.77	54587.64	4788497.41
TOTALS FOR FUND 320 WEST END FLO						
TOTALS FOR FUND 501 CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503 CEMETERY PER	575.00	632.00	575.00	632.00		632.00
TOTALS FOR FUND 610 SEWER UTILIT	4371869.73	666030.42	718542.60	4319357.55	11388.65	4330746.20
TOTALS FOR FUND 611 SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612 STORM WATER						
TOTALS FOR FUND 613 SEWER IMPROV	3925003.00	41667.00		3966670.00		3966670.00
TOTALS FOR FUND 670 LANDFILL FUN	1496882.41	197342.36	164839.47	1529385.30	1653.12	1531038.42

ACCOUNT NUMBER / ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 671 LANDFILL RES	1167302.00			1167302.00		1167302.00
TOTALS FOR FUND 673 RECYCLING	481078.17	77184.94	56931.58	501331.53	2768.56	504100.09
TOTALS FOR FUND 690 TRANSIT FUND	630272.72		2089.58	628183.14	116004.16	744187.30
TOTALS FOR FUND 695 1015 TRANSIT						
TOTALS FOR FUND 720 BRIDGEVIEW E	161498.24			161498.24		161498.24
TOTALS FOR FUND 750 GOLF COURSE	31189.62	5000.00		36189.62		36189.62
TOTALS FOR FUND 810 POOLED INVES	-47644724.45	24384.87		-47620339.58		-47620339.58
TOTALS FOR FUND 820 PAYROLL CLEA	210878.69	671860.04	566465.64	316273.09	9646.45	325919.54
TOTALS FOR FUND 840 EQUIPMENT PU	1107702.17		35859.83	1071842.34	4959.99	1076802.33
TOTALS FOR FUND 860 GROUP HEALTH	5784627.96	287958.70	248312.20	5824274.46	4311.46	5828585.92
TOTALS FOR FUND 861 POST 65 RETI	394669.45	27096.40	24367.01	397398.84	24143.41	421542.25
TOTALS FOR FUND 862 DENTAL INSUR	76718.48	7634.50	10375.30	73977.68		73977.68
TOTALS FOR FUND 863 LIFE INSURAN	32416.69	4203.50	8450.02	28170.17	4231.33	32401.50
TOTALS FOR ALL LISTED FUNDS	2619699.28	11673750.09	8007143.40	6286305.97	359351.16	6645657.13

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

Item No. B.-3.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting: June 7, 2022

Tony Miller
Prepared By

Fire
Department

Tony Miller
Department Head

City Administrator Approval

AGENDA TITLE: The promotion of First Class Firefighter Raymond Covert to Master Firefighter effective July 1, 2022.

****

Purpose: The purpose is to approve the promotion of First Class Firefighter Raymond Covert to Master Firefighter.

RECOMMENDATION: Approve the promotion of Raymond Covert to Master Firefighter.

DISCUSSION: Raymond will be promoted from the Master Firefighter Civil Service list certified March 31, 2022. There is a probable retirement which is the reason for this promotion.

Item No. B.-4.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting: June 7, 2022

Tony Miller
Prepared By

Fire
Department

Tony Miller
Department Head

City Administrator Approval

AGENDA TITLE: The promotion of Master Firefighter Nathan West to Captain.

****

Purpose: The purpose is to approve the promotion of Master Firefighter Nathan West to the rank of Captain.

RECOMMENDATION: Approve the promotion of Master Firefighter Nathan West to the rank of Captain.

DISCUSSION: Nathan will be promoted from the Captains Civil Service list certified March 31, 2022. There is a probable retirement which is the reason for this promotion.

Item No. B.-5.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting: June 7, 2022

Tony Miller
Prepared By

Fire
Department

Tony Miller
Department Head

City Administrator Approval

AGENDA TITLE: The promotion of Captain Pat Short to the rank of Assistant Chief.

****

Purpose: The purpose is to approve the promotion of Captain Pat Short to the rank of Assistant Chief.

RECOMMENDATION: Approve the promotion of Captain Pat Short to the rank of Assistant Chief.

DISCUSSION: Pat will be promoted from the Assistant Chiefs Civil Service list certified March 31, 2022. There is a probable retirement which is the reason for this promotion.

Item No. B.-6.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Barbara Codjoe
Prepared By

Administration
Department

Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Approve the appointment of Kurtis Stevens to Gatekeeper at the Ottumwa / Wapello County Landfill.

****

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

RECOMMENDATION: Approve the appointment of Kurtis Stevens to Gatekeeper at the Ottumwa / Wapello County Landfill on or about June 12, 2022.

DISCUSSION: Appoint Kurtis Stevens to Gatekeeper at the Ottumwa / Wapello County Landfill.

Kurtis will start at $15.19 per hour as per the current collective bargaining agreement. Kurtis will be filling a position that was vacated due to a retirement on May 27, 2022.

Source of Funds: N/A **Budgeted Item:** ☑ Budget Amendment Needed: No

Item No. B.-7.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Barbara Codjoe
Prepared By

Administration
Department

Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Approve the appointment of Tyler Burns to Maintenance Supervisor at the Water Pollution Control Facility.

****

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

RECOMMENDATION: Approve the appointment of Tyler Burns to Maintenance Supervisor at the Water Pollution Control Facility on or about June 12, 2022.

DISCUSSION: Appoint Tyler Burns to Maintenance Supervisor at the Water Pollution Control Facility.

Tyler will be starting at step 4 of the Maintenance Supervisor (WPCF) grade due to his work experience in the Maintenance field. Tyler's starting wage will be $28.18. Tyler will be filling a position that was vacated due to a retirement on December 30, 2021. There has been a delay in filling the position due to review of the position and organization structure within the department.

Source of Funds: N/A **Budgeted Item:** ☑ Budget Amendment Needed: No

Item No. B.-8.

CITY OF OTTUMWA
Staff Summary

2022 JUN -1 PM 3:36

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Barbara Codjoe
Prepared By

Administration
Department

Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Approve the appointment of Ahillan Kumar to Seasonal Code Enforcement Inspector in the Building and Code Enforcement Department.

****

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

RECOMMENDATION: Approve the appointment of Ahillan Kumar to Seasonal Code Enforcement Inspector in the Building and Code Enforcement Department on or about June 12, 2022.

DISCUSSION: The Seasonal Code Enforcement Inspector is a full time seasonal position in the Building and Code Enforcement Department. This position will perform nuisance type inspections such as identifying un-mowed yards and junk vehicles, notifying owners and occupants of necessary corrective action. Duties may include taking and printing digital photos of nuisances, preparing notifications and other paperwork required for files, answering phones and taking messages.

Ahillan will start at $14 per hour as per the current salary schedule.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

Item No. B.-9.

OTTUMWA CIVIL SERVICE COMMISSION

WPCF – Maintenance Tech
Entrance Eligibility List

1. Michael Ashlock
2. Jack Carter

Certified May 25, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

PW – Equipment Operator
Entrance Eligibility List

1. Drayton Hamm
2. Derik LeBoeuf
2. Cody Naploeon
4. Kevin McDaniel

Certified May 25, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

Item No. B.-10.

[CITY OF] OTTUMWA

PROCLAMATION

Alzheimer's and Brain Awareness Month

June 2022

WHEREAS, as many as six million Americans are living with Alzheimer's disease and someone new is diagnosed every 65 seconds; and

WHEREAS, Alzheimer's is the sixth leading cause of death in the United States, where 1 in 3 seniors dies with Alzheimer's or another dementia, and it is the only leading cause of death without a prevention or a cure; and

WHEREAS, it is important that the people of Ottumwa know that in 2021 more than 11 million care partners provided an estimated 16.1 billion hours of unpaid care valued at nearly $272 billion; and

WHEREAS, researchers are working diligently to develop new methods of treatment, prevention and ultimately a cure for Alzheimer's; and

WHEREAS, the Alzheimer's Association encourages Ottumwa area businesses and residents to join the fight against this devastating disease and to Go Purple during the month of June by decorating their storefronts, business spaces and homes with purple, as well as wear purple to raise awareness of Alzheimer's disease and related dementias; and

WHEREAS, it is appropriate that a month be set aside to encourage residents to take steps to act now to end Alzheimer's and dementia, to learn the facts about Alzheimer's and recognize the signs and symptoms, to voice their support, become an advocate and get involved to help move the Alzheimer's Association's cause forward to end this disease in Ottumwa.

NOW, THEREFORE, I RICHARD W. JOHNSON, Mayor, City of Ottumwa, do hereby proclaim the month of June as Alzheimer's and Brain Awareness Month in the City of Ottumwa, Iowa.

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

Item No. B-11

[CITY OF]
OTTUMWA

Proclamation
Ottumwa Pride Month
June 2022

WHEREAS, June is designated "International Gay Pride Month" honoring the history and achievements of LGBTQ people, and commemorates the 1969 "Stonewall Uprising" as the catalyst for the modern LGBTQ civil rights movement and;

WHEREAS, The LGBTQ community has much to celebrate in terms of business and professional achievements, artistic expression, political involvement, community activities and life-affirming family relationships and is a vital part of our culture and;

WHEREAS, The City of Ottumwa and the LGBTQ community continue to support and encourage diversity in the workplace and throughout the community and;

WHEREAS, Positive images provides support and advocacy to the City's lesbian, gay, bisexual, transgender, and questioning citizens and educates the greater community.

NOW, THEREFORE, I Rick Johnson, Mayor, City of Ottumwa, on behalf of the entire City Council, am pleased to present this proclamation of the celebration and activities honoring Pride Month.

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

Item No. B-12.

[CITY OF] OTTUMWA

Juneteenth Proclamation
June 19, 2022

WHEREAS, On January 1, 1863 President Abraham Lincoln signed the Emancipation Proclamation, declaring all people held as slaves in any State as "forever free"; and

WHEREAS, Word about the signing of the Emancipation Proclamation and their freedom did not reach African Americans in Texas until June 19, 1865—some two-and-a-half years later—when Union General George Granger and his regiment arrived in Galveston and spread the news that slavery had been abolished; and

WHEREAS, In 1866 Juneteenth celebrations began in Texas and today Juneteenth is observed as a state or ceremonial holiday in Washington D.C. and 48 states; and

WHEREAS, African Americans have been celebrating Juneteenth—formed by combining the words "June" and "Nineteenth"—for more than 150 years; and

WHEREAS, Juneteenth provides an essential opportunity to recognize and celebrate the achievements, resilience, and contributions African Americans have made—and continue to make—in Iowa and throughout the nation; and

WHEREAS, Juneteenth is a significant day in our country's history and should be celebrated by people of all races.

NOW THEREFORE, I, Richard W. Johnson, Mayor of the City of Ottumwa, Iowa, do hereby declare June 19, 2022, as Juneteenth in the City of Ottumwa, and urge all Ottumwans to come together and celebrate the significance of this day in the heritage of our City, our State, and our nation.

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

Item No. B.-13.

CITY OF OTTUMWA
Staff Summary

** ACTION ITEM **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Approve the Renewal and Upgrade Proposal with Neapolitan Labs to Continue Hosting the City's Website.

****

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

RECOMMENDATION: Approve the Terms of the Proposal and Authorize the City Administrator to Execute the Agreement for Renewal and Upgrade

DISCUSSION: In 2018, Neapolitan Labs was contracted to develop a new website for the City of Ottumwa. Following the original design the city paid $1,000 / year to host the site. Neapolitan Labs continues to grow and has developed a new platform called Mint Chip Lab, which provides a more secure, easier to support/update, and is faster to adapt modules/features. This new platform is $1,500 / year and would include free upgrades to the current site allowing better access to e-notifications, site search, and video capabilities. Staff is also looking into adding an additional service for weekly scan of the site for broken links, accessibility issues, etc.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

Philip Rath

From: Brian McMillin <brian@neapolitanlabs.com>
Sent: Tuesday, May 31, 2022 3:42 PM
To: Philip Rath
Cc: Katy King; Ashley English
Subject: 4-Year Review
Attachments: City of Ottumwa - 4-Year Review.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Phil,

Please see attached, referencing website analytics and past/proposed updates.
Per our conversation, we'll put together a quick follow-up document to note the following gameplan moving forward:

- Transition the *Ottumwa.us* website to our *Mint Chip Lab* platform.
  - Retain current design.
  - Enhanced platform -- more secure, easier to support/update, faster to adapt modules/features from other counties/cities/clients
  - Included upgrades -- e-notifications, site search, video capabilities
  - 2-year commitment, $1,500/year
- Target transition date for August 1, 2022
  - Schedule half-day training in Ottumwa
  - Invoice for FY2023 following completed work, hosting renews 7/1/2023.

Thanks for your time today -- we appreciate your continued business!
- Brian

--
Brian McMillin
President
515.999.5221
http://www.neapolitanlabs.com

neapolitanlabs

Philip Rath

From: Becki Clayton <becki@neapolitanlabs.com>
Sent: Monday, November 8, 2021 9:50 PM
To: Philip Rath
Cc: Brian McMillin; Ashley English
Subject: Pricing & Information
Attachments: Pottawattamie County - Monsido Report - November 2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Phil,

Thanks so much for reaching out.

First, to answer your question, the way we are set up with Monsido is the website is scanned once per week. All pages are scanned and any broken links, misspelled words, accessibility issues, SEO opportunities, and other issues are identified and sent in a report to the Neapolitan Labs team. We make changes following each report and then summarize our findings -- and fixes -- in a monthly report that goes to you, the client.

The nice thing about this service is we make the vast majority of the changes like misspellings and accessibility issues -- and if there are any issues that we aren't sure about (for example, a local Ottumwa link that is broken, or a PDF to a policy that is broken), we'll reach out to you or Katy about how to update.

As an example, I've included below the most recent report we sent over to Pottawattamie County.

The pricing is $125/month (a minimum of 4 months) if you'd like to try out the service, or $1,250/year with a year-long commitment.

Please let me know if you'd like to set up a demo with Brian and Ashley on our team to review, or if you'd like to move forward.

Thanks,
Becki

--
Becki Clayton
Sales Director
816.985.8510
www.neapolitanlabs.com

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 USC 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

NOVEMBER 2021

Pottawattamie County Website Report

Neapolitan Labs leveraged Monsido's website crawling tool to scan the 220+ site pages for broken links, accessibility issues, search engine optimization, and spelling. It also monitors uptime and server response times, which will be part of future reports. Additionally, analytics are being integrated into Monsido to help prioritize fixes by page traffic.

New for November: Neapolitan Labs added Monsido's script tags to the Pottawattamie County website pages to provide additional tracking and context for findings. Specifically, issues in Monsido are now prioritized based upon website traffic, so misspellings or accessibility issues on highly-trafficked pages can be addressed first.

CURRENT SCAN RESULTS

BROKEN LINKS	ACCESSIBILITY ISSUES	SEO OPPORTUNITIES	POTENTIAL MISPELLINGS
1	24	282	1

PREVIOUS SCAN RESULTS

BROKEN LINKS	ACCESSIBILITY ISSUES	SEO OPPORTUNITIES	POTENTIAL MISPELLINGS
9	48	606	3,021*

UPDATES EXECUTED

Broken Links

- All broken links have been addressed with the exception of the Company Nurse app, which is linked from the Intranet. Neapolitan Labs reached out to Jacob and is waiting on a valid link.

Accessibility Issues

- The following accessibility issues have been addressed since the previous report:
  - ALT Text descriptions for the header and footer seals were improved to reflect they were the seals of Pottawattamie County.
  - Department FAQ pages were previously showing the same META information as the department landing pages. These have been customized so that they are dynamically

generated on each FAQ page, removing duplicate/non-descriptive titles that were triggering errors. (This also reduced the SEO error count.)

- For November, Neapolitan Labs is focused on:
    - Adding hidden text to label FontAwesome icons that do not have accompanying text (e.g. social media icons in the header.)
    - Addressing remaining images without ALT text, which make up the bulk of remaining issues.

Search Engine Optimization

- SEO opportunities were reduced by more than half. META titles and descriptions were added to all pages related to *Change of Title* documents to address 57 issues.
- For November, Neapolitan Labs is focused on the following items:
    - H1 tags found more than once on pages (81 instances)
    - Missing META descriptions on news items (52 instances)

Misspellings

- After adding names in the *Change of Titles* page we have narrowed down the misspellings to one flagged word "**assistances**". We reached out to Mary-Beth to see if we should add this to our dictionary or if it should be replaced. This is pending.
- The following misspellings were found and corrected on various pages
    - **"distictive"** to **distinctive**
    - **"Accountspayable"** to **"Accounts Payable"**
    - **"Shanghi"** to **"Shanghai"**
    - **"Motorgraders"** to **"Motor graders"**
    - **"Desposit"** to **"Deposit"**
    - **"Assualt"** to **"Assault"**
    - **"Adpoted"** to **"Adopted"**
    - **"Enrolment"** to **"Enrollment"**

Item No. B.-14.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Lt. Mickey Hucks
Prepared By

Police
Department

Department Head

City Administrator Approval

AGENDA TITLE: Approve the purchase of two (2) in-car camera systems from COBAN Technologies, Inc. SF Mobile-Vision, Inc. in the amount of $14,520.00

****

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

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

RECOMMENDATION: Approve the purchase of two (2) in-car camera systems from COBAN Technologies, Inc. SF Mobile-Vision, Inc.

DISCUSSION: These two (2) in-car camera systems will replace current camera systems that are 5 years old and in need of repairs. The Governors Traffic Safety Bureau Grant will reimburse the City $9,000.00 towards the cost of the camera systems. The remaining $5,520.00 will come from vehicle fleet equipment as allocated in the (CIP).

Source of Funds: 840-1-121-6710 **Budgeted Item:** ☑ Budget Amendment Needed: No

Kim Reynolds
Governor
Adam Gregg
Lt. Governor

Department of Public Safety

Stephan K. Bayens
Commissioner

May 24, 2022

Lieutenant Mickey Hucks
Ottumwa Police Department
330 W Second St
Ottumwa, IA 52501

RE: PAP 22-405d-M6OT, Task 00-54-00

Dear Lieutenant Hucks:

Please be advised that your request to purchase two in-car video cameras utilizing funds from the above-referenced contract is hereby approved. Because this equipment has an acquisition price of $7,260.00 per unit, which is above $5,000.00, we were required to obtain NHTSA's approval of this purchase. That approval has been given and your agency is now authorized to proceed with this purchase.

Please note that while the purchase price may be more than $5,000.00, our office will only reimburse your agency up to $4,500.00 per unit for this equipment. Any cost incurred beyond that amount is the responsibility of your agency.

Further, in keeping with NHTSA policy, you must acquire approval before you may dispose of this equipment. Once the useful life of the item has passed, which must be at least five years from the purchase date, our office will then seek NHTSA approval and notify your agency as to whether the disposal approval is forthcoming. If approval is received, we encourage you to continue to use this equipment until it is no longer serviceable and you must complete and submit an Equipment Disposal Form when the equipment is removed from inventory.

If you have any questions on the above, please do not hesitate to contact me.

Sincerely,

Sheri Krohn, Program Administrator
Governor's Traffic Safety Bureau

SK/cy
cc: B. Tjepkes
file

U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

Region # 7
Arkansas, Iowa, Kansas,
Missouri, Nebraska

901 Locust Street, Ste 466
Kansas City, MO 64106
Phone (816) 329-3900
Fax (816) 329-3910

May 19, 2022

Brett Tjepkes
Bureau Chief
Iowa Governor's Traffic Safety Bureau
215 East 7th Street
Des Moines, Iowa 50319

Dear Mr. Tjepkes,

The NHTSA Regional office has received your request for approval to purchase four in-car video cameras to support traffic safety programs in your Fiscal Year 2022 Highway Safety Plan. After reviewing the information provided, we have determined that the purchase of the in-car video cameras being requested will support state and local projects and help to make an impact on Iowa's highway safety problems; therefore, I approve your request to purchase the following equipment. We are pleased that you will be sharing the acquisition cost for the equipment and that the Iowa Governor's Traffic Safety Bureau (GTSB) will not incur a cost over $4,500.00 per unit.

Agency	Item Detail	Budget	Source	Project Number
Ottumwa Police Department	(2) In-Car Video Cameras	$7,260.00 (unit cost) $4,500.00 (federal share)	Section 405d	PAP 22-405d-M6OT Task 00-54-00
Spirit Lake Police Department	In-Car Video Camera	$5,259.00 (unit cost) $4,500.00 (federal share)	Section 405d	PAP 22-405d-M6OT Task 09-00-00
Windsor Heights Police Department	In-Car Video Camera	$5,863.70 (unit cost) $4,500.00 (federal share)	Section 405d	PAP 22-405d-M6OT Task 00-76-00

This approval is contingent on the Iowa Department of Public Safety–GTSB following purchasing and monitoring related regulations as noted in 2 C.F.R. §200.309, 2 C.F.R. §200.313, 23 C.F.R §1300.31, and 23 C.F.R. §1300.40 which governs the purchasing, tracking, managing, and disposition of equipment purchased with federal funds for compliance, in addition to your own State regulations. Equipment purchased by a non-federal entity may charge to the Federal award only allowable costs incurred during the period of performance, October 1 thru

September 30. The Iowa Department of Public Safety–GTSB equipment purchase can only be exercised if the awarding agency can procure and utilize the items during the current period of performance. Please assure that the items purchased are put into service by the receiving agency and used for the intended purpose during FY2022. Please also ensure the equipment is properly identified in the Iowa Department of Public Safety–GTSB inventory system. Also note that you and your sub-grantees are required to meet the Buy America Act requirements.

If the equipment listed above is not purchased this fiscal year, you should make notation in the project file to reflect why it did not get purchased. If you have questions, please contact me or **Robert Eichkorn**, Regional Program Manager at (816) 329-3903 or robert.eichkorn@dot.gov.

Sincerely,

SUSAN L DE COURCY Digitally signed by SUSAN L DE COURCY Date: 2022.05.19 17:04:44 -05'00'

Susan DeCourcy
Regional Administrator

SAFE FLEET Law Enforcement

COBAN | Mobile-Vision

Quote: Q-31357
Contract: Not Applicable
Date: **5/9/2022 11:03 AM**
Expires On: **7/8/2022**

COBAN Technologies, Inc.
SF Mobile-Vision, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, Texas 77031-2348
United States

Phone: (281) 925-0488
Fax: (281) 925-0535
Email: SFLE-Sales@safefleet.net

Ship To
Mickey Hucks
Ottumwa Police Department (Ottumwa, IA)
330 West Second Street
Ottumwa, Iowa 52501
United States
(641) 683-0636
(641) 683-4584
hucksm@ottumwa.us

Bill To
Ottumwa Police Department (Ottumwa, IA)
330 West Second Street
Ottumwa, Iowa 52501
United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
John Cusick	x	john.cusick@safefleet.net		Net 30

FOCUS H1 In-Car Video System

The Digital Evidence Software will require an update to version 4.4.2 or Greater for Focus H1 In-Car Video System support

Note: H1 Hardware installation is not included

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0229084	FOCUS-51-00	FOCUS SERIES IN-CAR SYSTEM - PACKAGE 2 2 CAMERAS AND WIRELESS MICROPHONE Features: • 4.3" touchscreen monitor • GPS • Crash Sensor • Smart Power Module (SPM) w/ UPS • 16 GB internal Solid State OS drive • 128 GB internal Solid State Fail-Safe drive • 64 GB removable Thumb Drive • Internal 802.11 A/G/N/AC wireless card • Backseat wide angle IR camera with built in covert microphone • Front facing HD low profile color camera • Wireless microphone & receiver • Three year limited hardware warranty	USD 5,250.00	2	USD 10,500.00
QL-0229085	MZZ-01	MOUNTING For secure mounting within the vehicle	USD 135.00	2	USD 270.00
QL-0229086	SCOPT-27	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC) For wireless upload to Access Point	USD 205.00	2	USD 410.00
QL-0229090	SCPKB-DRA-0100	G5 WIRELESS MICROPHONE PACKAGE **(Secondary)** Includes: • Transmitter • Battery • Lapel Mic • Antenna • Charger with AC/DC Adapters • Leather Holster	USD 445.00	2	USD 890.00
QL-0229087	SCOPT-42	OPT- DUAL MICROPHONE RECEVIER MODULE	USD 175.00	2	USD 350.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0229088	SCAA-016	FOCUS H1 SUPPORT KIT ***One-Time Purchase***	USD 125.00	1	USD 125.00
QL-0229089	FOCUS-04-06	FOCUS H1 64 GB SECURED PEN DRIVE ***One-Time Purchase***	USD 250.00	1	USD 250.00
QL-0229093	LFEE-050	SHIPPING - IN CAR VIDEO SYSTEMS	USD 50.00	2	USD 100.00
			FOCUS H1 In-Car Video System TOTAL:		USD 12,895.00

Software Licenses

The Digital Evidence Software will require an update to version 4.4.2 or Greater for Focus H1 In-Car Video System support

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0229150	MVD-EMA-SWR	DES / DEV / DEP 1-YEAR SOFTWARE EMA FOR IN-CAR VIDEO SYSTEM - Per device - **Year 1**	USD 165.00	2	USD 330.00
QL-0229151	LSSWRPROSVR	DIGITAL EVIDENCE PRO SOFTWARE	USD 0.00	2	USD 0.00
			Software Licenses TOTAL:		USD 330.00

Professional Services

One-Time Initial Fee

Note: Services listed below encompass the required services for implementation of both the FOCUS H1 In-Car Systems as well as the FOCUS X2 Body Cameras quoted separately on Q-31355

Note: A One-Time Discount has been applied to the below services

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0229091	LSET-50	REMOTE SETUP	USD 1,295.00	1	USD 1,295.00
QL-0229092	LTRN-14	REMOTE WEB TRAINING / HR.	USD 0.00	1	USD 0.00
			Professional Services TOTAL:		USD 1,295.00

TOTAL: USD 14,520.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above $2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800 Houston, Texas 77031-2348

Applicable Terms. By signing this quote (the "Quote") (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), or by issuing a purchase order for, or

accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) ("Additional Terms"), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

Sole Warranties. The warranties applicable to the products, services, and other matters set forth herein are available at https:// www.safefleet.net/product-and-service-warranties (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Invoicing and Purchase Orders. This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer's issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet's ability to invoice Customer (or Safe Fleet's right to payment of such invoice) as provided herein.

Agency Responsibilities. Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer's, and all Customer End Users', configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User's access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer's account or Customer Data, or that account information may have been lost or stolen.

Customer Data After Termination – Applicable to Software Services Only. Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

Post-Termination Assistance – Applicable to Software Services Only. Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet's data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient's email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer's sharing of Customer Data with an inappropriate third party or Customer's inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at https:// www.safefleet.net/ product-and-service-warranties (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.		Ottumwa Police Department (Ottumwa, IA)	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Dated:	_____	Dated:	_____

Item No. B.-15.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Barbara Codjoe
Prepared By

Administration
Department

Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #142-2022 - Approve updates to Personnel Policy

****

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

RECOMMENDATION: Pass and adopt resolution #142-2022

DISCUSSION: Changes in the personnel policy are outlined on the next page and highlighted in the actual policy.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

1) Add language into personnel policy about floating holidays.

"For Public Safety employees (Fire and Police), holidays will be granted as floating holidays.
• Police – all Sergeants, Lieutenants and the Police Chief will be given 88 hours of holiday pay November 1st. Holiday Pay not used by October 31st shall be forfeited."

2) Compensatory time - add language " Once an employee moves from a non-exempt position to an exempt position, any comp time that they have accumulated will be paid out on their next scheduled pay at their last hourly rate. "

3) Clarify dependent sick time pertaining to parental leave. When an employee is out on parental leave, they are required to use their accumulated time off. This time off does not count towards the annual allotment of dependent sick time. This dependent sick time may be used if the employee has accrued that amount. This sentence will be added to help clarify "may use 80 hours dependent sick time (if available from accrued sick time) "

4) Further defining a seasonal employee as one that work on a seasonal basis "typically no more than 6 months".

5) Define contracted, exempt, non-exempt employee in article 7.

6) Vacation - update that all vacation requests must be submitted through UKG.

RESOLUTION NO. 142-2022

RESOLUTION APPROVE UPDATED PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated the current practices regarding holidays, compensatory time, dependent sick time pertaining to parental leave, defining employee types and the process of requesting vacation leave as part of the document' and;

WHEREAS, staff for the City of Ottumwa has reviewed the current policies regarding holidays, compensatory time, dependent sick time pertaining to parental leave, defining employee types and the process of requesting vacation leave and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

WHEREAS, staff has drafted and revised the Personnel Policies and Procedures to meet the needs of both employee and employer and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City, and;

WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new Personnel Policies and Procedures containing reference to holidays, compensatory time, dependent sick time pertaining to parental leave, defining employee types and the process of requesting vacation leave in accordance with the Municipal Code of the City of Ottumwa, sections 2-144 and 2-145

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Personnel Policies and Procedures are hereby adopted in their place with an effective date of June 7, 2022.

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

PASSED, ADOPTED and APPROVED this 7th day of June 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

Passed by resolution
JULY 1, 2020

Updated
June 2022

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SCOPE OF PERSONNEL POLICIES

ARTICLE 1. GENERAL PROVISIONS

The purpose of these Policies and Procedures is to establish a fair and equitable system of personnel administration that will allow for the efficient and effective public service for the City of Ottumwa.

These Policies and Procedures shall apply to all full-time and regular part-time City employees. Each department may adopt their own policies and procedures that are more stringent than these policies with approval of the City Administrator; but in no event shall they be less stringent.

In case of conflict with a collective bargaining unit agreement, the contract shall supersede these personnel policies of the City. In case of conflict with more stringent departmental rules, the departmental rules shall supersede these personnel policies of the City.

In the case of conflict with Chapter 400 of the Iowa Code (Civil Service) or any other Iowa statute or Federal Regulation, the statute or Federal Regulation shall supersede the personnel policies of the City.

These Policies and Procedures and any amendments shall become effective upon adoption by resolution of the City Council.

The City Administrator may adopt, amend, and rescind administrative policies and procedures not in conflict with these Policies and Procedures or any collective bargaining agreement as necessary for the proper administration of the City. Department heads may adopt, amend, and rescind departmental administrative policies and procedures not in conflict with these Policies and Procedures or any collective bargaining agreement, or the City Administrator directives, as necessary for proper departmental administration. A copy of all individual department policies and procedures are to be maintained in Human Resources.

These Policies and Procedures are designed to acquaint you with the City of Ottumwa and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. No Policy book can anticipate every circumstance or question about policy.

Ottumwa citizens are our organization's most valuable assets. Every employee represents the City of Ottumwa to its citizens and the public as a whole. The way we do our jobs presents an image of our entire organization. Citizens will judge all of us by how they are treated with each

employee contact. Our first priority should be toward the citizens of our community. Nothing is more important than being courteous, friendly, helpful and prompt in the attention we give our community.

ARTICLE 2. EMPLOYMENT AT WILL

This manual has been prepared to advise employees of their responsibilities as an employee of the City of Ottumwa, Iowa and the many benefits and privileges they may enjoy. It is presented as a matter of information only. It is not a written contract or a legal document. While the City believes in the policies and procedures described, it is committed to reviewing them continually, and reserves the right to change or terminate any or all of them at any time.

Unless otherwise provided for in a written employment contract authorized by the Ottumwa City Council, or in a collective bargaining agreement, all employment relationships with City of Ottumwa, Iowa are at-will. At-will employees of the City of Ottumwa, Iowa are not guaranteed, in any manner, employment for any period of time. Just as the employee retains the right to terminate employment at any time, for any reason, the City of Ottumwa retains a similar right. No policy or practice of the City shall be construed to change this relationship. Only the City Council has the right to modify or change this practice, and such action must be in writing.

These personnel provisions may not be all-inclusive, are subject to interpretation by the City Administrator or designee, and represent brief summaries of City guidelines, which are subject to change without prior notice at any time at the sole discretion of the City Council. This handbook supersedes and replaces all previous handbooks and policies.

Nothing in these guidelines, creates, is intended to create, or shall be construed to constitute an express or implied contract of employment between the City and employees. No City employee can make any representation otherwise. Any representation by any City employee does not change these conditions of employment and cannot be relied upon.

Background Checks:

To ensure that individuals who join the City are well qualified and have a strong potential to be productive and successful employees, it is the City's policy to investigate the backgrounds and employment references of applicants. In addition, the City may conduct background investigations when employees are being considered for promotions or transfers, or in furtherance of an internal investigation of alleged misconduct. Background investigations will be conducted at City's discretion and in accordance with federal and state law.

Motor Vehicle checks for employees who drive on behalf of the City or have required CDL licenses will be conducted annually, including required annual checks with the Federal Clearinghouse. The City relies on the accuracy of information contained in employment applications, as well as the accuracy of other data presented throughout the hiring process and

during employment. Any misrepresentations, falsifications, or material omissions in any of this information or these data may result in an applicant being excluded from further consideration for employment or, if an individual has already been hired, termination of employment.

Use of Information Obtained in a Background Investigation:
Information obtained from a background investigation will be considered for employment purposes as permitted by federal and state law and in accordance with City's Equal Employment Opportunity Policy.

Information will be reviewed to determine:

- Whether false statements or material omissions were made by an individual on an application for employment or during an interview;
- Whether an applicant or employee, based on the job duties of the position in question, poses a threat to security and/or employee safety in the workplace; *and*
- The likelihood of an applicant or employee being successful and productive on the job.

ARTICLE 3. EQUAL EMPLOYMENT OPPORTUNITY

The Policy of the City of Ottumwa is to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated by reason of race, color, religion, creed, sex, age, veteran status, national origin, disability, sexual orientation, gender, citizenship status, familial status, political affiliation, genetic information or testing, gender identity or expression or any other legally protected status which may be protected by applicable federal or state law with respect to hiring, upgrading, transfers, recruitment advertising, recruitment, selection, placement, promotion, demotion, layoff, compensation, benefits, training, termination, and any other terms, conditions, and privileges of employment. Other protected groups include those who have been arrested but not convicted of a crime, individuals infected with HIV, individuals who smoke outside the workplace, and individuals who are actively involved in politics or local unions.

1. Any communication from an applicant for employment, an employee, a government agency, or an attorney, concerning any equal employment opportunity matter shall be referred to the City Administrator or designee for action.

2. While overall authority for implementing this Policy is assigned to the City Administrator or designee, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Employees who believe they are the victims of discrimination have a responsibility to promptly report this fact to their supervisor and/or the City Administrator or designee.

3. Complaints of discrimination by an employee will be handled and investigated under the City's Grievance Procedure, unless special procedures are considered appropriate, such as referral to the Iowa Civil Rights Commission or another outside investigator. All complaints of discrimination will be investigated promptly and in an impartial and confidential manner. The City prohibits retaliating against employees who engage in "protected activity" such as complaining about discrimination or harassment, or participating in an investigation. The City prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about discrimination.

ARTICLE 4. CIVIL SERVICE

The duties and powers of the Civil Service Commission are set forth in Chapter 400 of the Code of Iowa, as if may be amended from time to time. The Mayor appoints Civil Service Commission members. The Commission will issue its own policies and procedures. The City Clerk serves as the Secretary to the Civil Service Commission as provided by Chapter 400 of the Code of Iowa.

The City Clerk keeps current lists of those employees covered by Civil Service as well as seniority lists in each employment category. Lists are posted at City Hall.

Seniority with the City is the length of an employee's continuous service with the City from the employee's most recent date of hire for calculating benefits. Classification seniority is the length of an employee's continuous service within a civil service classification.

An employee shall lose his seniority rights and the employment relationship shall be broken and terminated as follows:

1. Quits or retires;
2. Discharge, and discharge is not reversed through grievance procedure;
3. Fails to report to work at the end of a leave of absence;
4. Does not report for work for a period of three consecutive days, and does not notify the Employer; or
5. Has been laid off. When the work force is reduced, the employee loses his/her seniority rights. Employees facing work force reduction will be given at least two weeks of notice of the layoff. Employees facing a reduction through layoff or job abolishment may apply for any open positions in the City or may test for another position in accordance with civil service rules.

Job posting for open positions within the Public Works and Muni Bargaining Agreement positions will be dated and transfers of employees will be at the convenience of the City but

preferably no later than forty (40) days after the date of the job posting. Notice of all vacancies or newly created positions will be posted by the City on the employee bulletin board. Employees, with civil service seniority in that classification, shall be given three (3) days' time in which to make application to fill the position. The employee with the best qualifications, as determined by the Department Head, will be assigned to fill the position. The employee has fourteen (14) days to disqualify him/herself and return to their former position if it is available. Employees may only exercise the self-disqualification once every two (2) years. The City has up to thirty (30) days to disqualify employees and return that employee to his/her former position if it is available.

ARTICLE 5. RESIDENCY REQUIREMENTS

Unless specified in a collective bargaining agreement, there is no requirement that an employee live in a specific community or county. However, each employee is expected to report to work on time and at all times when his/her office/work station is in operation. While the employee's domicile is not a condition of employment, neither is it a justification for not reporting to work in a timely manner.

ARTICLE 6. NEPOTISM

It is the policy of the City of Ottumwa to hire and promote employees on the basis of their qualifications, merits and for the good of the public service. It is the policy of the City of Ottumwa to prohibit nepotism in hiring, promotion, demotion, termination or other personnel actions pertaining to city employees, and to avoid the appearance of nepotism in personnel actions.

For purposes of this policy, nepotism is defined to mean that the City will not hire members of the same family, as hereinafter defined, to work in the same department or division within a department. Family members are defined for the purpose of this section of this policy as follows: parent, stepparent, child, stepchild, stepsibling, daughter, sibling, spouse, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, half-sibling, cohabitating couples.

The following family members are not allowed to have direct or indirect supervisory or administrative authority over any family member, as hereinafter defined. Family members are defined as those in the previous paragraph in addition to any aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grand-parent-in-law, first cousin.

Family members working in the same department as of the date this policy is adopted will be exempt from this policy. Employees who become family members after the adoption of this policy will also be exempt, although future transfers, promotions and new shift assignments shall be governed by this policy. Employees who marry each other or cohabitate together after they are both employed by the City, shall notify the City and, if one of them is in a supervisory position over the other, the employee in the supervisory capacity shall be discharged unless the other

employee, within thirty (30) days of such marriage, resigns or transfers to a vacancy in another department for which he or she can qualify.

Exceptions – The Ottumwa Beach may have family members working at the Beach. However, employees may not be supervised by family members.

ARTICLE 7. WAGES/JOB CLASSIFICATIONS

Non-bargaining unit employees, excluding Department Heads, will be paid in accordance with the City's non-union pay plan adopted by the City Council on June 20, 1989 and effective July 1, 1989.

Employees will be paid on a bi-weekly basis. If the regular payday occurs on a holiday, the preceding workday is the payday. Direct deposit must be set up for each employee, except for those employees whose hire date precedes July 1, 2005. Those employees may continue to receive an actual check. A holiday may require the direct deposit to occur the next working day after the holiday.

Copies of paychecks will be available for the Department Heads or their designee to pick up in the Finance Department after 11:30 a.m. on payday.

Employees on each payday will receive in addition to their check or direct deposit stub, a statement showing gross pay, deductions, and net pay. State and Federal taxes, as well as pension withholding required by Federal and Iowa law, will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation, such as garnishments. Employees may elect to have additional City approved deductions taken from their pay only if they authorize the deductions in writing.

Employees who discover a mistake in their paycheck, should notify the Finance Department immediately. Employees are responsible for promptly reviewing each paystub to determine if there are any errors. In the case of mistake on the part of the Finance Department, the error will be remedied promptly. If the mistake was on the part of the employee, it will be corrected on the next paycheck. However, the employee is solely responsible for any monetary loss, and the City cannot be responsible for the loss or theft of money from an employee's account.

Employees may discuss any questions or concerns regarding their rate of pay and/or the City's pay plan with their Supervisor, Department Head, Finance or Human Resource Department.

Employee Definitions

Full-time Employee – An employee is considered a full-time employee if they are scheduled to work 40 or more hours a week on a regular basis.

Part-time Employee – An employee is considered a part-time employee if they are scheduled to work less than 40 hours a week on a regular basis.

Seasonal Employee - Seasonal employees are defined as those who work on a seasonal basis (typically no more than 6 months) at one or more of the various departments within the City. These employees will work varied schedules pursuant to the department's operating hours. Seasonal employees will receive no benefits other than those afforded to them by State or Federal regulations.

Contracted Employee – A contracted employee is one that is hired through our current employment agency. The contracted employee will be paid directly by the employment agency and all benefits will be offered through the employment agency, not through the City of Ottumwa.

Exempt Employee – An employee is considered exempt meaning they are exempt from the overtime rules of the Fair Labor Standards Act (FLSA). This is because they are classified as an executive, professional, administrative or certain computer professional employee and meets the specific criteria for the exemption. With some limited exceptions, exempt employees must be paid on a salary basis.

Non-exempt Employee - An individual who is not exempt from the overtime provisions of the FLSA and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek (unless stipulated otherwise in a collective bargaining agreement). Nonexempt employees may be paid on a salary, hourly or other basis.

Overtime/Compensatory Time

Consistent with efficient operations and service, it is City policy that overtime be minimized. Overtime must be authorized by the Department Head prior to its utilization.

Overtime is time authorized by the Department Head or designee in advance, assigned, and worked by employees in non-exempt positions in excess of the regularly scheduled work shift or workweek. Overtime is paid at the rate of one and one-half times the employee's regular hourly rate of pay for hours over 40 per week, or as defined by the Fair Labor Standards Act.

- Overtime rates for police and fire departments are different as bargained and as pursuant to the Fair Labor Standards Act.
- Due to the nature of their work, field supervisors will have overtime figured as per their department's collective bargaining agreement. This applies to classified events (snow, flooding, etc.), call-backs, and mandatory overtime

- Field Supervisors are defined as those non-exempt supervisors working in Streets, Sewer, Traffic, Central Garage, Engineering Supervisor, Water Pollution Control and the Recycling Center.

Unless negotiated as part of a collective bargaining agreement, paid holidays, incentive time, vacation, sick leave or comp. time are not considered as time worked under Fair Labor Standards.

Compensatory time off in lieu of overtime is calculated at the rate of one and one-half times the employee's regular hourly rate of pay. Compensatory time may be accumulated up to a maximum of one hundred (100) hours; not more than forty (40) hours may be carried from one calendar year to the next. A Department Head may reduce overtime for non-union covered non-exempt positions by allowing flex time during the week overtime would be accumulated. For instance, if an employee works an hour of overtime on Tuesday, the Department Head may allow the employee to leave an hour early on Friday of the same week that overtime occurred.

Payment for overtime, flex time or compensatory time off is determined by the Department Head.

Once an employee moves from a non-exempt position to an exempt position, any comp time that they have accumulated will be paid out on their next scheduled pay at their last hourly rate.

An employee on paid leave shall be considered on paid leave until their next scheduled work day and will not be called in for overtime unless in the case of an emergency.

ARTICLE 8. HOURS OF WORK

It is the policy of the City of Ottumwa to establish the time and duration of working hours as required by workload and service needs, the efficient management of human resources, and any applicable law. The City expects its employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

The normal workweek is Sunday through Saturday, and consisting of eighty hours within a pay period. Fire, Police and other personnel may have varying schedules. Department Heads or designee may schedule overtime or extra shifts when it is necessary. Employees are not permitted to work overtime without the prior approval of their Supervisor or Department Head.

All non-exempt employees are required to complete an individual time record showing the daily hours worked. All non-exempt employees are required to punch into the UKG System when reporting to duty and punch out of the UKG System when ending their shift. Employees are NOT allowed to work "off the clock." Employees who fail to properly punch in and out for work and meal periods will be subject to disciplinary action, up to and including termination of employment.

Each Department Head or designee will determine the scheduled hours for employees. The Department Head or designee will inform employees of their daily work schedule, including meal periods and breaks, and of any changes that are considered necessary or desirable by the City. When able to do so, breaks should be taken at the work location.

Breaks are defined as short periods of rest lasting less than 20 minutes and are considered compensable time. Meal periods are 30 minutes or longer and aren't compensable time unless the employee is required to continue working while eating. Employees are to be completely relieved from duty during their meal break. If a nonexempt employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Personnel employed in executive, administrative, or professional capacities generally are exempt from the provisions of the Fair Labor Standards Act. These employees are not required to fill out hourly time records but must account for daily attendance and time spent on particular categories of activities to be accountable for public projects and for payroll purposes.

ARTICLE 9 - BENEFITS

The City's Benefit package is set out as follows. It should be noted that this package can vary between departments and employees covered by independent boards and pursuant to applicable collective bargaining agreements. The following is a general overview of these benefits. Employees with specific questions regarding the benefit package within their department should address those questions to their Department Head, Supervisor or Human Resources.

HOLIDAYS:

The following will be recognized as paid holidays for City employees unless otherwise stipulated except those employees covered by independent boards.

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day

Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day
Martin Luther King Day	President's Day

One (1) day (eight (8) hours) the last working day before or after Christmas, as designated by the Mayor.

When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Any employee eligible for overtime under Article 7, who works by request of the employer on his/her holiday shall be paid the holiday pay plus overtime rate of one and one-half (1 ½) times his/her regular rate for hours worked. Police and Fire personnel who are granted holidays to be taken in conjunction with vacation and other leave will not be paid overtime for working the scheduled holidays.

An employee shall forfeit his/her right to payment for any such holiday if he or she has an unexcused absence on the last regular working day preceding such holiday or on the next regular working day following such holiday.

For religious or other holidays not listed above, an employee must use vacation or personal days.

For Public Safety employees (Fire and Police), holidays will be granted as floating holidays.

- Police – all Sergeants, Lieutenants and the Police Chief will be given 88 hours of holiday pay each year on November 1st. Holiday pay not used by October 31st shall be forfeited.

VACATION:

It is the policy of the City of Ottumwa to grant its employees paid vacation time to accrue based on years of service. Use of accrued vacation time is to be granted, with due consideration to departmental staffing needs.

All full-time employees and regular part-time employees will accrue vacation leave benefits. Part-time employees will accrue vacation leave on a pro-rated basis based upon the number of hours budgeted each fiscal year. Seasonal and/or temporary employees will not accrue vacation leave benefits.

Every employee shall be eligible for a vacation with pay after successfully completing the probationary period. Employees shall start to earn vacation leave at their first date of employment

and shall accrue vacation time bi-weekly. Employees increase will take effect on the first day of the pay period closest to the date of the actual increase. Employees receiving an increase in vacation will accumulate as set out below.

Vacation allowance shall be earned annually and shall be based on the employee's anniversary date as follows, unless otherwise stipulated by an employment agreement with that employee:

Years of Service	Vacation Period	Bi-Weekly Vacation Accrual
0 through 5 years	80 hrs – 2 weeks	3.08 hours
6 through 12 years	120 hrs – 3 weeks	4.62 hours
13 through 20 years	160 hrs – 4 weeks	6.15 hours
Over 20 Years	200 hrs – 5 weeks	7.69 hours

Upon retirement, death, or any other type of separation, vacation credit shall be given based on the employee's accumulation.

Vacation requests shall be made in the following manner:

1. Vacation requests must be made through UKG. All requests will be routed to the direct supervisor for approval. All vacation requests must be approved by the Department Head or designee or City Administrator before vacation may be taken. Scheduling of vacation time shall be the responsibility of Department Head or designee, subject to staffing needs.

2. Vacation periods may be changed after they are approved only with the approval of the Department Head or designee or City Administrator.

Accrued vacation will be limited to an amount equal to 1 ½ times the employee's annual accrual rate at any point in time. Once that limit is met, the employee will begin to lose vacation accrual over the limit. It is the employee's responsibility to watch their accruals set out in their paystub to determine when the employee could lose vacation time if not used. An employee called in to work on a vacation day will receive pay of time and one half plus the vacation pay (double time and a half) or be paid time and one half and receive another day off later.

SICK:

It is the policy of the City of Ottumwa to grant its employees paid sick time to be used during times of incapacitation for work. This includes time needed to address the medical needs of an immediate family member. An illness or injury to spouse or minor child which requires the employee's immediate attention will cause time to be used from sick leave to make arrangements for medical and other needs up to a maximum of eighty (80) hours per fiscal year.

Sick pay is not, however, interchangeable with paid vacation. The use of sick pay by any employee for non-medically related absences from work is considered to be sick pay abuse and subjects the employee to disciplinary action.

All full-time employees and regular part-time employees will accrue sick pay benefits. Part time employees will accrue sick pay on a pro-rated basis based upon the number of hours budgeted each fiscal year. Seasonal and/or temporary employees will not accrue sick pay benefits.

Any eligible employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall receive sick pay, subject to the provisions of this policy. Sick leave does not include elective cosmetic procedures. If an employee is exposed to a contagious disease and a doctor certifies the employee would endanger the health of others by attendance at duty, sick pay may be used.

Employee doctor and dentist appointments may also be charged as sick pay when they cannot be scheduled outside the employee's regular work hours. Sick pay will only be allowed for the doctor's appointment and reasonable travel time to and from the doctor's office.

Eligible employees shall earn and accrue sick pay at the rate of 7.39 maximum hours per pay period for continuous service starting on the date of entry to the service unless provided for otherwise pursuant to a collective bargaining agreement.

On the first payday after November 30th of each year, each current employee shall be paid for 25% of accrued sick pay in excess of 1920 hours, up to a maximum of forty-eight (48) hours and the employee's sick pay accrual will be reduced to 1920 hours. The date used will be the pay period ending closest to November 1 of each year for determining payment. An individual must be employed at that time to be eligible for the payout.

Unless otherwise provided in a collective bargaining agreement, beginning November 1 of each year, each employee receives 8 hours casual time which must be used by the following October 31st. Casual time is deducted from employee's accumulated sick pay.

An employee, on leave because of an occupational disability related to his\her employment, may take such sick pay allowance to which he\she is entitled and the prorated amount will be added to the amount of disability/worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular period.

Sick pay may be used for absence caused by sickness, injury, disability, or pregnancy. Sick pay will not be used for employees on vacation or holidays. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

Donated time - Employees who have exhausted their sick pay may utilize vacation leave donated by another employee. Donations are voluntary and shall be turned in confidentially to the finance department for the benefit of the employee on sick pay.

The Department Head or City Administrator may require that the use of sick pay be supported by a doctor's statement if the employee (or immediate family member) is off three (3) or more consecutive workdays OR takes more than three (3) workdays off in any 90 calendar day period. An employee returning to work following serious illness or incapacitation will be required to present a written release from his\her physician at the employee's expense. *Please see our Leave Policy for more information.*

Employees shall at all times submit to examination by such medical examiner as may be designated by the city, when required by the appropriate department head or City Administrator. In cases of extended use of sick pay, the employee may be required to appear for a physical examination to determine whether FMLA or leave of absence is necessary.

Employees shall report prior to the start of their shift to their immediate supervisor when they are unable to work because of illness or injury. Each department will determine the amount of time needed to report off on sick pay. Department heads shall report to their departments and City Administrator if they are unable to work. Employees reporting shall inform their supervisors of the anticipated duration of the recuperation period. Text messages or phone calls to co-workers other than their immediate supervisor, are not sufficient notice.

An employee using sick pay in excess of 90 consecutive days will not continue to accrue paid sick time. Sick pay is not an accrued leave benefit and will not be paid out upon the employee's separation from employment with the City.

INCENTIVE LEAVE:

Unless a collective bargaining agreement provides otherwise, personal leave in the amount of one hour shall be awarded for each pay period in which an employee is not absent from work due to the use of sick leave. No exceptions shall be permitted to excuse an absence, except legal holidays, vacation, and personal days or employees on family medical leave. Personal leave may be taken at any time, but a minimum of twenty-four (24) hours' notice shall be given to the employee's supervisor subject to appropriate staff coverage. A maximum of eight (8) hours of Personal Leave may be carried over each year. The reset period shall be the pay period ending closest to November 1, each year.

PARENTAL LEAVE:

An individual on parental leave may take up to 12 workweeks off under the Family Medical Leave Act (FMLA). If an employee has accrued benefits, they may choose to use this paid time off concurrently with their FMLA leave.

NOTE: At this time, parental leave does not count as dependent sick time, so if after using sick time for parental leave, the baby or other dependent defined as spouse or child, becomes ill, the employee may use 80 hours dependent sick time (if available from accrued sick time) to use during that fiscal year.

Please review our Leave policy for more information.

FUNERAL LEAVE:

Employees may be granted bereavement leave for death in the immediate family, which shall not be deducted from an employee's accumulated sick leave as follows:

(1) Up to five (5) days for the death of a spouse, child or stepchild.
(2) Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.
(3) Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

Regular part-time employees will be granted funeral leave on a pro-rated basis.

LONGEVITY PAY:

The City will pay full-time and part-time regular employees a longevity rate based on $25.00 per month for each five years of continuous service. Library employees will be paid a per hour rate set by their collective bargaining agreement. As per the Fair Labor Standards Act, this will be paid as an hourly rate and applied to the base compensation rate to determine an employee's regular rate of pay to calculate for overtime, holiday, incentive, funeral, military, sick (casual and dependent), comp time payment and vacation pay.

			2080 Hours	2184 Hours	2912 Hours	Library
Years of Service	Monthly Amount	Yearly Amount	Per hour	Per hour	Per hour	Per hour
5	$ 25.00	$ 300.00	$ 0.14	$ 0.14	$ 0.10	$ 0.15
10	$ 50.00	$ 600.00	$ 0.29	$ 0.27	$ 0.21	$ 0.30
15	$ 75.00	$ 900.00	$ 0.43	$ 0.41	$ 0.31	$ 0.45
20	$ 100.00	$ 1,200.00	$ 0.58	$ 0.55	$ 0.41	$ 0.60
25	$ 125.00	$ 1,500.00	$ 0.72	$ 0.69	$ 0.52	$ 0.75
30	$ 150.00	$ 1,800.00	$ 0.87	$ 0.82	$ 0.62	$ 0.90
35	$ 175.00	$ 2,100.00	$ 1.01	$ 0.96	$ 0.72	$ 1.05
40	$ 200.00	$ 2,400.00	$ 1.15	$ 1.10	$ 0.82	$ 1.20

**for reference only – differences may be minimal due to rounding*

FLEX SPENDING PLAN:

The City currently has a Flex Spending Plan being administered by Advantage Administrators. This plan allows an employee to set aside dollars each year as a deduction to pay for qualified health and dependent care expenses. These dollars are deducted from the employee's wages before any income or social security taxes are paid. By using this tax savings plan, the employee will not only notice an increase in take home pay, but the employee will have access to a reimbursement account throughout the year to pay qualified expenses. This is on a calendar year basis. Employees are notified in November of each year for signup for the next calendar year. A failure to sign up during this open enrollment period will result in the inability to utilize this plan for that year. The IRS sets the maximum amount of money that can be placed in this plan annually. The sum of $500 can be carried over into the next year and participants may have until January 31 of the next calendar year to submit claims. An employee must consider carefully how much is needed annually. Any amount over $500 will be forfeited.

See Human Resources for further information regarding this Plan.

RETIREMENT PLANS:

All regular full time and regular part time employees are covered under one of the following City retirement plans:

1) Sworn Police Officers & Fire Fighters are covered by Chapters 400 & 411 Code of Iowa. Contributions by employee and employer are determined by annual actuarial studies.

2) All other covered employees participate in the Iowa Public Employees Retirement System and Social Security. Contributions by employees and employers are determined by Iowa Public Employees Retirement System. The State of Iowa sets the contribution rates for both the

employee and the City of Ottumwa. This plan is subject to all State and Federal retirement regulations.

See Human Resources for further information.

HEALTH AND LIFE INSURANCE:

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

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

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

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

ARTICLE 10. BENEFITS CONTINUATION - COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee;

a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administration fee. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's rights and obligations. Contact the Human Resources Department for more information about COBRA.

ARTICLE 11. EMPLOYEE LEAVE POLICY

Eligible employees may request leave pursuant to the terms and conditions of the federal Family and Medical Leave Act (FMLA). If an employee does not qualify for leave under FMLA, eligible employees may qualify for a leave of absence for a period not to exceed one (1) year, unless otherwise stipulated by a collective bargaining agreement.

If an employee has accrued time off (sick, vacation, comp), they may use this time concurrently with FMLA or a paid leave of absence. If an employee has accrued time off and only qualifies for a personal leave of absence, they must exhaust the accrued time before taking an unpaid leave of absence.

Please review our Employee Leave Policy for further information.

ARTICLE 12. PROFESSIONAL LEAVE OF ABSENCE

The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

For appearance in court, either as a member of the jury, or when required to appear as a witness in a criminal case. If the employee is required to appear as a witness in a civil case not involving the City or the employee is a Defendant in a criminal case, the employee will need to take accrued leave. When an employee appears in court pursuant to jury duty or as a result of a subpoena during regular working hours and receives full pay from the City, any jury or witness fees that the employee might receive except for mileage from the Court, will be turned over to the City Clerk's office.

For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose. All leave with pay except those related to sickness or injury must be applied for in advance.

Please refer to the Leave of Absence Policy for any other type of leave.

ARTICLE 13. MILITARY LEAVE

In accordance with Iowa Code, Chapter 29A.28, "Leave of Absence of Civil Employees," all municipal employees when ordered by proper authority to active military service shall be entitled to a leave of absence for the period of such active service without loss of pay during the first thirty days of such leave of absence.

Active service for a period of less than thirty days: When such active service is for periods of less than 30 days, a leave of absence shall be required and the employee will be paid for those days that the employee would have normally worked. Payments will not exceed thirty (30) total calendar days in any calendar year.

Active service for a period of more than thirty days: When such active service is for a continuous period greater than thirty days, this leave of absence will be without pay except for the first thirty days during which time the employee will suffer no loss of normal pay. This means the employee will be paid only for those days that normally would have been work days during this first thirty day period. But, again, in any case, payments for accumulated periods of less than thirty (30) days and more than thirty (30) days will not exceed payments for greater than a total combined period of thirty (30) days.

Beginning Date: The period of thirty days for such payment begins with the date such employees are ordered to report to their home station in preparation for mobilization.

Proper Authority: The proper authority for any such activation is the Office of the Adjutant General, Headquarters, Iowa National Guard, for National Guard soldiers, or the Office of the Adjutant General, Headquarters, US Forces Command for soldiers of the Army Reserve. The authorization for the City to make such payment will be a valid copy of written orders with appropriate order numbers from the authorizing headquarters provided to the City Administrator or designee.

ARTICLE 14. HARASSMENT POLICY

It is the policy of the City of Ottumwa, Iowa, to strictly prohibit discrimination and harassment and to maintain a professional and quality working environment for all employees or future employees. It is the City's policy that all employees have a right to work in an environment free of discrimination and harassment based on sex, age, race, national origin, religion, disability, genetic information, sexual orientation, marital status, or any other basis protected by federal, state, or local law. The City prohibits harassment of its employees in any form—by supervisors, co-workers, customers, or suppliers.

The City of Ottumwa has a zero tolerance policy for any form of sexual harassment in the workplace, and will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. There shall be no retaliation for the submission of a complaint unless the complaint is proven to be false. Harassment may also be based on another protected class and can be in violation of the City's Equal Employment Opportunity Policy set out in Article 3. All procedures set out for other illegal harassment will be followed based upon this policy.

Sexual Harassment is a violation of Section 703 of Title VII Civil Rights Act of 1964. The City defines sexual harassment as:

1. Unwanted sexual advances
2. Requests for sexual favors
3. Other verbal or physical conduct of a sexual nature

These constitute sexual harassment when:

- Submission to such conduct is a term or condition of employment
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual
- Such conduct unreasonably interferes with the employee's work or creates an intimidating, hostile or offensive working environment

Sexual Harassment may be physical in nature, verbal and non-verbal conduct. Inappropriate physical conduct includes unwelcome physical contact, touching and violence. Inappropriate verbal conduct includes comments regarding a person's appearance, age, private life, sexual comments, jokes and stories, sexual advances, repeated and unwanted social invitations, insults, condescending or paternalistic remarks and sending sexually explicit messages through text, phone or e-mail. Inappropriate non-verbal conduct includes displaying sexually explicit or suggestive materials, gestures, whistling and leering.

Sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between a supervisor and employee. It can also include clients, customers, contractors or visitors. It is possible that a co-worker may take offense even though that person is not the direct target of the sexual harassment.

COMPLAINTS PROCEDURES:

Anyone who is the subject of sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. However, if the victim cannot directly approach an alleged harasser, he/she can file a complaint with the City Administrator or designee.

When a complaint is received, the City Administrator or designee will:

*immediately record the dates, times and facts of the incident(s)
*ascertain the views of the victim as to what outcome he/she wants
*ensure the victim understands the city's procedures for dealing with the complaint
*discuss and agree to the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
*keep a confidential record of all discussions
*respect the choice of the victim
*ensure that the victim knows that he/she can lodge a complaint with the Iowa Civil Rights Commission at any time

Throughout the complaint procedure, a victim is entitled to be helped by a counsellor through the City's EAP program.

Any City employee who has been found to have sexually harassed another person under the terms of this policy is subject to the City's Disciplinary Process, including termination. The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial.

ARTICLE 15. INTERNAL INVESTIGATIONS

It is the policy of the City of Ottumwa to provide a method by which employee conduct may be investigated by the city to: (1) protect the public from employee misconduct, (2) protect the city's image and avoid claims against the city, (3) protect the employee against false allegations of misconduct, (4) remove unfit personnel, and (5) correct procedural problems. Investigations involving Police and Fire personnel shall be handled pursuant to Chapter 80F of the Code of Iowa.

1. The City Administrator or department head may cause an internal investigation to be initiated. Unless the City Administrator or designee is the subject of the investigation, he/she will be notified and participate in the investigation. A copy of the report will be forwarded to the City Administrator.
2. The person initiating the internal investigation shall appoint one or more city employees to conduct the investigation.

3. The internal investigation shall be conducted in a manner substantially similar to a Police Department internal investigation. The person or persons conducting the investigation shall consult the attorney designated by the City Administrator before initiating the investigation to ensure that the investigation's procedures comply with appropriate legal standards.
4. The employee under investigation and any other employee with information about the matter shall be required to answer fully and truthfully all questions related to his\her fitness for city employment and the performance of official duties. Refusal or failure to answer such questions fully or truthfully may result in disciplinary action, including termination. The investigator who is conducting the investigation will provide all necessary warnings to the employee required by law, including but not limited to the Garrity Warning.
5. Upon completion of the internal investigation, those assigned to conduct the investigation shall make full written report to the person initiating the investigation for review and disposition. Copies of the completed investigation report shall be forwarded to Human Resources and the City Administrator.

ARTICLE 16. EMPLOYEE ASSISTANCE PROGRAM (EAP)

It is the policy of the City of Ottumwa to make available for its employees and their dependents confidential counseling and guidance for problems such as alcohol and drug abuse, marital and family problems, mental and emotional illness, and financial, legal and similar areas of concern that may be contributing to unacceptable job performance. The current EAP provider is the Southern Iowa Mental Health Clinic, located at 1527 Albia Road, Ottumwa. The contact telephone number is 641-682-8772. The EAP provider may change periodically. City employees will be promptly notified of any change. An employee may call directly for an EAP appointment, may go through the City Administrator or designee or through the supervisor.

The city may suggest an employee take advantage of the EAP if it is observed that the employee has a deterioration in work performance or attendance or other incidents which indicate a possibility of a personal problem.

a. The basis of the referral should be a written account of the performance problem that is observed. The account should be as detailed as possible including the dates, times and descriptions of behaviors that have become a part of a pattern of deterioration or particular incidents that warrant supervisory action. This may not be possible in cases such as those involving use of alcohol or drugs on city property which require immediate attention.)

b. The supervisor should meet with the employee with the problem to discuss the performance problem and communicate clearly the consequences of failure to

resolve the problem. In this meeting, the supervisor should not speculate as to the cause of the performance problem nor engage in discussion with the employee concerning any personal problems. (Should a particularly unusual pattern develop, the supervisor may consult with the EAP counselor prior to his\her meeting with the employee).

c. After the employee has been confronted with the performance problem, the supervisor must review the EAP with the employee, advise him\her of the availability of confidential professional assistance for any work-hampering personal problem and strongly encourage the employee to allow the supervisor to arrange an appointment with the EAP counselor. While the final decision to use the EAP shall be left up to the employee, the supervisor should emphasize the importance of the EAP.

d. If the employee agrees to accept assistance, the supervisor should call the EAP counselor and arrange a meeting between the employee and the EAP counselor. The counselor will advise the supervisor of any further action which might be necessary.

e. The supervisor should make available to the EAP counselor all information that is relevant to the performance problem of the employee prior to the arranged meeting. If necessary, the EAP counselor will request a conference with the supervisor to further discuss the situation.

f. If the employee chooses not to accept assistance at this time, the supervisor should reinforce the expectation for improved performance and the consequences for failure to improve. The supervisor should also point out that the EAP will be available should the employee change his\her mind in the future. The discussion of the EAP as an option should be clearly documented by the supervisor.

g. All information pertaining to the employee's referral to the EAP and information provided by the EAP counselor to the supervisor should be accorded the same high standards of confidentiality as applied to other disciplinary procedures and personnel records.

h. The supervisor will be sensitive to the employee's needs while the employee is involved in the program and participate, as needed, in the continuing recovery plan.

i. In all cases of formal supervisor requests, particularly those associated with job performance problems on the part of the employee), the EAP will provide follow up information to the supervisor. Only information related to the employee's

cooperation with the EAP and ability to perform his/her duties will be released. This release of information may require written permission by the employee, under Federal or State law.

It is expected that city employees will comply with any referrals for diagnosis and cooperate with prescribed counseling or therapy. Employees who refuse evaluation, diagnosis and treatment, if indicated, will be handled in accordance with standard administrative disciplinary policies for unacceptable job performance. The City of Ottumwa EAP is not to be considered a substitute for disciplinary action and failure to receive treatment and to make satisfactory progress will result in the employee being subject to normal disciplinary procedures.

Time away from work will be treated the same as for any other absence due to illness, injury, or for personal reasons. An employee may use accumulated available sick leave, vacation, personal days and/or compensatory time during the treatment if the employee must be absent. It is the responsibility of the employee to advise his\her department immediately of the need to be absent from work. An unpaid leave must be requested for any portion of leave time not covered by paid leave, pursuant to standard procedures.

While the first 5 visits to the EAP counselor will be paid for by the City, further referrals or trips to the EAP Counselor may result in a cost to the employee which may or may not be covered in full or partially by the City's group health insurance program. The EAP will make every effort to suggest referrals that are covered by insurance and are within the means of the employee to pay.

In cases of drug and alcohol abuse treatment, the treatment must be provided in an approved facility. The employee or dependent must be sure that the facility is approved before entering. Employees or dependents that receive alcohol and\or drug abuse treatment are expected to participate in follow-up therapy. In cases where the employee is referred to a treatment center in lieu of discipline, the employee must remain for the full course of treatment or the employee will be subject to the originally planned discipline. The cost of drug and alcohol abuse treatment will be paid by the employee subject to any coverage by the City's group health insurance program.

An employee who must be absent from work because of counseling or treatment shall be returned to his\her regular position with full benefits and seniority afforded other employees with medical problems if the position has not been filled. The department head will require the returning employee to furnish a return to work release.

ARTICLE 17. ACCIDENT REVIEW

All City employees are responsible for promptly reporting any accidents or near misses that occur while they are on duty. Employees who fail to report any accident will be subject to

discipline up to and including termination. A Police report must be filed for all motor vehicle accidents involving on duty City employees and City vehicles. It is the responsibility of the vehicle operator, unless totally incapacitated by the accident, to make sure a Police report is filed. The vehicle operator is also responsible for promptly completing employee accident report forms, which may be obtained from the Department Heads or the Finance Director. All accidents involving City vehicles shall be reported to the Police Department and an officer may be dispatched to do the initial investigation and to complete an accident report. The officer will perform a full investigation to determine if the accident was caused as a result of violating a City or State traffic law. The Police Department will forward a copy of all reports made to the Finance Director. Depending on the circumstances of the accident, the Sheriff's Department or the Iowa State Patrol may be called to perform an investigation.

Department Heads and supervisors are responsible for reviewing all reports related to accidents or near misses, ensuring the completion of all reports, providing additional information as needed and for promptly forwarding all reports to the Finance Director.

The Risk Manager shall be empowered to review all personal injury accidents and Workers' Compensation claims and all records and information relating to such incidents.

The Risk Manager shall have the right to require written reports from such persons as the Risk Manager shall deem appropriate for the proper determination of the facts surrounding each accident and shall have access to such documentary evidence as may be needed to complete the Risk Manager's investigation. Before making a determination, the Risk Manager will fully investigate each accident or near miss. The procedure for investigation will be established by the Risk Manager.

Following investigation, the "Class" of accident will be determined by the Risk Manager. The decision should be made in a fair, unbiased and objective fashion. Each case must be reviewed on a case-by-case basis. Once a recommendation has been made, both the Employee and the Department will be promptly advised in writing by the Risk Manager. **It will be the Department Head's responsibility to administer disciplinary action after notification from the Risk Manager of the "Class" of accident determination.**

The Employee may appeal the Risk Manager's ruling in writing, submitted to the City Administrator within ten (10) working days of the dated written notice sent to the Employee of the findings/actions. The City Administrator shall review the appeal, may interview the employee, witnesses, and will speak to the Department Head and/or Supervisor. Within thirty (30) days of the receipt of the written notice by the Employee, the City Administrator may affirm, modify, or reverse the ruling based upon the merits presented at the appeal.

All personal Bodily Injury Forms must be properly completed and forwarded to the City Administrator or designee for distribution. This allows the employee, supervisor and Department Head an opportunity to submit factual as well as subjective information to the Risk Manager who will determine whether or not an employee was negligent in actions which contributed to the accident or near miss.

The determination of negligence will be based on all information presented and not exclusively on a violation of the City or State traffic codes. The Risk Manager may have the following information available to them when reviewing an employee's motor vehicle accident.

1. Possession of valid license
2. Driving experience with the City
3. State driving record

Procedures:

1. The following will be classified as vehicle/equipment accidents for the purpose of review by the Risk Manager.
   a. Property damage to a third party
   b. Damage to City vehicle or City property
   c. Bodily injury to a third party as a result of an accident
   d. Bodily injury to employee
2. Definitions:
   a. Unavoidable – an accident/incident which resulted in a finding of nonfault.
   b. Minor, but avoidable – the accident is one that poses minimum danger to life and property, a mistake.
   c. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
   d. Avoidable/**negligence – the individual responsible for the act or action had a duty and that duty was violated. The act caused the accident. Damages resulted.**
   e. **Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.**
   f. **Negligence with intent** – act or actions which demonstrate an intentional lack of care or caution of consequences marked by total disregard for caution when that person should have realized it.
3. Accident Causes
   a. Worker's Compensation accidents can usually be broken down generally into two causes:
      i. an UNSAFE ACT - usually account for 85% of accidents
         1. Making safety devices inoperable

2. Failure to use guards provided
3. Using defective equipment
4. Servicing equipment in motion
5. Failure to use proper tools or equipment
6. Operating machinery at unsafe speed
7. Failure to use proper tools or equipment
8. Operating without authority
9. Lack of skill or knowledge
10. Unsafe loading or placing
11. Improper lifting, lowering or carrying
12. Taking unsafe position
13. Unnecessary haste
14. Influence of abusive substances
15. Physical limitation or mental attitude
16. Unaware of hazard
17. Unsafe act of another

ii. an UNSAFE CONDITION – usually account for 15% of accidents

1. Inadequate guards of protection
2. Defective tools or equipment
3. Unsafe condition of machine
4. Congested work area
5. Poor housekeeping
6. Unsafe floors, platforms, stairways
7. Improper material storage
8. Inadequate warning system
9. Fire or explosion hazards
10. Hazardous substances
11. Inadequate ventilation
12. Excessive noise
13. Inadequate illumination
14. Hazardous atmosphere: gases, dust
15. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

4. Accidents Involving On-Duty Employees Operating City-Owned Vehicles:

When available and if the severity of damage necessitates it or the accident involves an injury, an outside law enforcement agency may be requested to conduct the investigation. This will require supervisors and officers to use their discretion as to whether an outside agency will be contacted. If the Police Department does investigate the accident, the investigating office will then

forward the accident report as well as any other paperwork relating to the investigation to the City Administrator or designee, who will determine whether a traffic citation should be issued and, if so, to whom.

The Police Department is not precluded from taking enforcement action against any driver for those violations that are incidental to the accident, such as drunk driving or driving under suspension. The Police Department may also arrest any driver or occupant for a criminal offense that may be observed. City employees may also be subject to drug and alcohol testing based upon the City's Substance Abuse Policy set out in Article 35.

ARTICLE 18. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS

Employees who are injured on the job could be eligible for worker's compensation coverage. The Employee is required to promptly report any injury by calling the "Company Nurse" telephone number on the card provided to each employee upon employment. Additional cards may be obtained from Human Resources. The cards are also posted in each department. This is the First Report of Injury. Failure to report an injury promptly without a reasonable explanation may result in disciplinary action against an employee, the supervisor if he/she fails to report the injury, and potentially could result in a denial of work related injury benefits. The injured employee must as soon as possible call the "Company Nurse," report the injury and symptoms and follow the advice of the medical provider for treatment. The "Company Nurse" will direct the injured employee for treatment. If the injury is severe and the employee is unable to call, the employee should seek immediate treatment and the employee's immediate supervisor will make the report. Employees are required to follow all treatment protocol as directed. Medical bills for treatment are to be forwarded to the Human Resource Department. IMWCA is the City's Worker's Compensation administrator.

It is the policy of the City of Ottumwa to establish a policy relative to restricted duty assignments for City employees who are temporarily disabled due to work related injuries.

The City of Ottumwa has established a policy for employees to Return-to-Work or Light Duty assignments after injury or illness for employees who are unable to return to their regular job classifications. This includes employees who are temporarily unable to perform the full functions of their position.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resource department (HR).

For further information, please refer to our current Return-to-Work/Light Duty Policy.

ARTICLE 19. EMPLOYEE PHYSICALS AND MEDICAL SERVICES

This policy is established relative to physical examinations for new employees and for medical services for work related injuries and illnesses. The purpose of the policy is to establish a designated Physician or Clinic to perform physical examinations for all new City employees including Police and Fire and to perform medical services for all work related injuries and illnesses. Emergency care will be handled by the Emergency Department of Ottumwa Regional Health Center if after the doctor's regularly scheduled office hours or in case of medical emergencies. New employee physicals are required for all regular full and part-time employees, which also includes a drug screen. Those physicals are currently conducted by Occupational Health at the Ottumwa Regional Health Center. Drug testing will also occur at the Ottumwa Regional Health Center. All pre-employment physicals and drug testing are paid for by the City.

Any work related injury shall be reported to the on-call Company Nurse promptly. Please see Article 18 for further information regarding Worker's Compensation claims. Under the Iowa Worker's Compensation law Chapter 85, the City is authorized to choose the medical care provided for employees who are injured on the job.

Any employee who is required to hold a CDL pursuant to his/her position, may be required to undergo drug and/or alcohol testing as a result of any accident while on duty.

ARTICLE 20. FITNESS FOR DUTY

Fitness for Duty:
The City endeavors to provide a safe workplace. This policy applies when an employee is having observable difficulty performing his/her work duties in a manner that is safe for the employee and/or for his or her co-workers, or is posing a safety threat to self or others.

The purposes of this fitness-for-duty policy are:

1. To promote the safety and health of employees and citizens
2. To establish procedures by which the City can evaluate an employee's ability to safely and competently perform her/his duties when a health or safety problem arises; and
3. To comply with applicable law.

Procedures:

1. Employees are responsible for managing their health in such a way that they can safely perform their essential job functions, with or without reasonable accommodation, e.g., employee with the flu should stay home, and employees taking medications that advise against driving should not drive.
2. Employees at work or on-call must remain in a fit condition for the entire period.

3. Supervisors may refer employees for a fitness-for-duty evaluation as provided by these procedures.
4. Before a supervisor refers an employee for a fitness-for-duty evaluation, the Human Resources Manager must approve the evaluation unless the circumstances require immediate action. As an alternative to requiring an employee to submit to a fitness-for-duty evaluation, the supervisor may send the employee home with pay on an administrative leave pending a determination whether to require a fitness-for-duty evaluation.
5. Application of this policy is not intended as a substitute for other City policies or procedures related to performance. In addition, application of this policy is not a substitute for discipline. In any situation involving misconduct or violation of City policy, disciplinary action may be taken.
6. The City will pay the cost of fitness-for-duty evaluations and will pay the employee for time spent in the fitness-for-duty evaluation.
7. An impartial, independent healthcare evaluator, with appropriate expertise in areas including one or more of the following: medical, psychological, alcohol, or other drug conditions, will conduct a fitness-for-duty evaluation.
8. The City will make the final determination of an employee's fitness-for-duty status.
9. An employee referred for a fitness-for-duty evaluation will be relieved of duties pending completion of the evaluation. Generally, the employee will be placed on administrative leave.
10. When an employee is found to be unfit for some or all duties, his or her employment status will be determined on a case-by-case basis, in accordance with City policy and practice and applicable law. The employee may be placed on a medical leave, intermittent leave, or restricted duty.
11. An employee's pay status while fitness for duty is being determined will depend on his or her employment status and the facts of the case.
12. In all cases, the City must receive a "return-to-work/fitness-for-duty form" from the independent evaluator before an employee may return to full or restricted duty.
13. In most cases, a re-entry conference with the supervisor and the Human Resources manager (if appropriate) will occur prior to the employee's return to work.
14. Noncompliance with a request for a fitness-for-duty evaluation may be considered insubordination and constitute cause if disciplinary action is warranted. False information or the omission of information in the course of a determination of the employee's fitness for duty may also lead to discipline. Employees are expected to fully cooperate with a determination of their fitness for duty.
15. Confidentiality/privacy
    a. Records of fitness-for-duty evaluations will be treated as confidential medical records and be kept separate from existing personnel files; this information will be shared only as permitted by law.

b. After an evaluation, information available to the employee's supervisor will be limited to:
    i. Whether a person is fit to resume some or all of his or her job duties
    ii. Whether a person is a direct threat to self or others
    iii. Whether a person needs specific reasonable accommodations

This policy may be modified without notice in order to comply with applicable law.

Fitness-for-Duty Certification

Employee: _____

Department/Location: _____

Status: ___ Full time ___ Part time On leave since: _____

You have my permission to have a healthcare provider contact the healthcare provider indicated on this certification for purposes of clarification related to this serious health condition, if necessary.

Signed: _____ Date: _____
(Information below to be completed by healthcare provider)

Effective as of this date, the above named employee is hereby certified as fit to resume work duties as follows:

___ Full-time duties, no restrictions
___ Full-time duties, with the following restrictions (conditions and duration):
___ Part-time duties, no restrictions
___ Part-time duties, with the following restrictions (conditions and duration):

Intermittent duties, with the following restrictions (conditions and duration):

Name of healthcare provider: _____
Address: _____
Telephone: _____
Type of practice/ specialty: _____
Signed: _____ Date: _____

ARTICLE 21. PERSONNEL FILES/EMPLOYEE ACCESS

It is the policy of the City of Ottumwa that personnel files contain all information relevant to the employment history of each city employee. It is the policy of the City of Ottumwa to permit access by all city employees to their own personnel files and to provide for correction of any erroneous information maintained in such files. Only information related to job performance or business necessity will be maintained in these files.

1. Official personnel files shall be kept at City Hall in the Human Resource office. Personnel files include all relevant employee information including the following: application for employment, commendations; certificates of completion of any special training, class or degree program; requests for leaves of absence; performance evaluations; notices of employee counseling, reprimands, suspensions and any other disciplinary actions; discrimination complaints and statements of grievances. Copies of any performance evaluations and disciplinary actions shall be forwarded to the City Administrator for review. Medical information will be kept in a separate Medical file, including the results of medical exams required by the City.
2. City employees will be permitted access to their employment files during normal office hours in the Human Resource office, provided that the employee has requested in writing access to their own file. Employees will be permitted to examine, take notes and make copies of any materials contained in their file. Employees wishing to examine their files must have the permission of their supervisor or department head to leave the job. The Human Resource Manager or the person designated by the City Administrator must be present during this examination and may require 24 hour advance notice or schedule review in advance at such time as mutually agreeable.
3. An employee may request correction of any alleged misinformation contained in these files. If this request is denied, the employee will receive an explanation of the reason thereof, and will be permitted to place a concise statement of disagreement in the file.
4. Access to the employee's personnel file will be limited to the employee, the employee's department head, Human Resource Manager or representative, City Administrator, by the lawful custodian of the records, or by another person duly authorized to release information, unless otherwise ordered by a court.
5. Except when authorized by a statement signed by the employee or former employee, no information concerning the employee will be given to an outside source other than: confirmation of employment, confirmation of salary, dates of employment, job title, and department as well as any information considered public records pursuant to Iowa Code Chapter 22, as it may be amended from time to time. It should be noted that under Iowa Code Section 22.7(11)(a)(5) the fact that an employee resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented

reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion is considered public record. A demotion is interpreted as changing an employee from a position in a given classification to a position in a classification having a lower pay grade.

6. All requests for information pertaining to current or previous employment with the City will be forwarded to the Human Resource Manager.

ARTICLE 22. PERFORMANCE EVALUATIONS

It is the policy of the City of Ottumwa to ensure that city revenues are appropriately spent on wages by periodically evaluating the job performance of each employee. It is the policy of the City that each employee may receive an evaluation annually by his/her supervisor. This procedure will assist in employee performance improvement, assist the employee in setting goals, and determining training if necessary.

1. The job performance of each employee will be evaluated by his\her supervisor at the completion of thirty (30) days of the employee's anniversary date.
2. The evaluations shall be conducted privately between the employee and the supervisor at a time and place designated by the department head.
3. The job performance of each department head will be evaluated by the City Administrator at least once a year and before receiving any merit increases.
4. Each employee shall receive a written copy of the results of the evaluation. The form of the evaluation shall be prescribed by the City Administrator. The employee will be asked to sign the evaluation to indicate that he\she has discussed it with his\her department head. A refusal to sign the evaluation shall be so noted on the form.
5. A portion of the evaluation shall consist of designating areas where improvement is needed. At the time of the next evaluation, the evaluator shall note whether improvement has been achieved in those areas.
6. The evaluation shall become a part of the employee's personnel file.

ARTICLE 23. ACCESS TO CITY ADMINISTRATOR

Employees may have access to the City Administrator to present complaints, disputes or disagreements for which union grievance procedures or Civil Service procedures are not applicable. Before employees meet with the City Administrator they shall first present their complaints, disputes or disagreements in a timely fashion through their departmental chain-of-command and\or Human Resource Manager. In the event that such use of the chain of command constitutes part of the complaint or dispute, the employee may request a confidential hearing with the City Administrator by confidential written request.

ARTICLE 24. CYBERSECURITY

The use of electronic mail and the Internet is necessary for City employees, elected officials, and others serving in an official capacity with the City to communicate with each other more efficiently and to provide superior customer service, increase productivity, and provide opportunities for professional growth. The City encourages the use of these media and associated services because these communications and access to information are useful in conducting City business. It remains, however, that electronic media and services provided on or through City devices are City property and their purpose is to facilitate City business. The goal of this policy is to encourage the responsible and prudent use of this resource.

With the rapidly changing nature of electronic media, this policy cannot establish rules to cover or anticipate every possible situation. This policy is intended to express the City's philosophy and establish general principles to be applied in the use of electronic media and services on City property or with City-owned devices.

Please refer to our Cybersecurity Handbook which outlines the following seven (7) policies:

- General Email/Internet Security and Use
- Personally Identifiable Information and Protected Personally Identifiable (PII) Information Requirements Applicable to all Federal Awards (PII)
- Cell Phone (revision to policy #56-2015)
- Bring Your Own Device (BYOD)
- Acceptable Use
- Online Social Networking
- SAQ Point-to Point Encryption (P2PE)

ARTICLE 25. DISCIPLINARY PRACTICES/PROCEDURE

Certain rules and regulations governing the conduct of all City employees must be adhered to by all employees in order to ensure safe, efficient and successful operation of city functions. This policy is not intended to abrogate the appointing authority's discretion to discipline and/or terminate an at will employee.

To ensure a safe, efficient and effective working environment, city employees need to adhere to city and departmental rules regarding appropriate conduct on the job. It may sometimes be necessary for a supervisor to take disciplinary action with an employee. The City is committed to a policy of progressive discipline. Progressive discipline is defined as a series of disciplinary measures, ranging from employee counseling to discharge of an employee, designed to effectively correct problems as they occur and to let an employee know if his\her conduct is inappropriate.

However, the City reserves the right to terminate promptly or bypass progressive disciplinary steps in the event of flagrant and/or intentional misconduct.

The following items will be considered to be infractions subject to disciplinary action up to and including discharge from employment. This list is not all inclusive of all acts that may be subject to disciplinary action and are illustrative only, but not limited to, the types of behavior for which disciplinary action may be taken.

- Gifts, Gratuities, Fees, Rewards, Loans – Employees shall not, under any circumstances, solicit or accept any gift, gratuity, loan, reward, or fee when there is any direct connection between it and their Department or employment. Employees must abide by the State's Gift Law, Iowa Code Chapter 68B, as it may be amended from time to time.
- Controlled Substances – Employees shall not use controlled substances other than those prescribed to them by a physician.
- Drugs – No employee shall be at work while under the influence of drugs or be unfit for work because of their excessive use. This includes the abuse of prescription drugs.
- Alcohol – No employee shall report to work while under the influence of alcohol or drink alcohol while at work.
- False Injury Claims - Employees injured while not at work shall not falsely claim it to be an injury while on the job.
- Embezzlement – theft or misappropriation of funds, equipment or property placed in one's trust or belonging to the City.
- Employee Arrested or Cited - An employee who has been arrested or cited for any criminal violation shall immediately notify the Human Resource department in writing. Conviction of a crime closely or directly related to the ability of the employee to perform his/her job effectively.
- Policies - Employees shall observe and obey the lawful verbal and written rules, duties, policies, procedures and practices of the City of Ottumwa.
- Professional Conduct - Employees shall conduct themselves toward the public in a civil and professional manner that indicates a service orientation and that will foster public respect and cooperation.
- Performance - Employees shall perform their duties in a manner which shall maintain the highest standards of efficiency in carrying out the functions and objectives of the City. Unsatisfactory performance may be demonstrated by an unwillingness or inability to perform assigned tasks or a failure to conform to work standards established for the position.
- Willful, careless, and/or repeated violation of departmental rules, which have been properly posted, standard operating procedures, or any other rules or regulations promulgated by the City.

- Falsification, alteration, deletion of required information or failure to include material information on any application or City record Punching the time clock or unauthorized completion of a time slip for another employee.
- Abusive, improper treatment during the performance of duty to any member of the public, fellow employee or City official, including harassment on the basis of race, creed, color, sec, national origin, religion, age, sexual orientation, marital status, mental or physical disability, or any behavior or harassment which has the effect of producing a hostile work environment.
- Sleeping On the Job - Employees shall not sleep on the job.
- Judgment or Condition - No employee shall report to work or be on the job when his/her judgment or physical condition has been impaired by alcohol, medication, or other substances.
- Use of Equipment – Employees are accountable for the proper use and care of any property or equipment assigned to them, used by them, or placed in their care. Equipment shall not be used in a manner not specified in procedure, directives, training, or in a fashion other than the intended use. If equipment is broken or malfunctions, the employee shall report it to the appropriate person in prescribed manner.
- Committing Unsafe Acts – Employees shall not commit acts or behave in such a manner that has the potential for endangering or injuring themselves, another person, or property. Disregard for safety policies and procedures, including proper use of safety gear, clothing or equipment.
- Cooperation with Employees, the Public and Other Officials – Employees shall not engage in disorderly or abusive/violent conduct with other members and/or personnel from other City departments or agencies as well as the public.
- Safe Driving – The driver of any City vehicle shall operate said vehicle in a reasonable and safe manner, exercising due caution and judgment, following all state and federal traffic regulations, including the mandatory use of seatbelts within City vehicles.
- Possession of Firearms or Explosives – Possession of firearms or explosives on City property are prohibited by City employees except by certified police officers, those certified by the Iowa Law Enforcement Academy and currently the Deputy Fire Chief.
- Reporting for Work – Employees shall be punctual in reporting for work at the time and place designated by their supervisor(s). Employees shall not provide a false excuse for an absenteeism for which pay is received.
- Employees are required to maintain valid driver's license, and any endorsements required in said job description.
- Insubordination.
- Employees are required to maintain all licenses and/or certifications that are necessary to fulfill the requirements of the job.
- Violation of city or departmental rules, regulations, policies and procedures.

- Refusal or failure to answer questions in an internal investigation. If an employee answers questions in an internal investigation, then the information obtained during the investigation cannot be used in a criminal prosecution case against the employee.
- Supervisors should not engage in any inappropriate relationships with their employees.
- Employees shall not abuse sick leave or dependent sick leave.
- Smoking on the job or in any city vehicle except during breaks in a designated location.
- Fighting, or threatening violence in the workplace/
- Horseplay, boisterous or disruptive activity in the workplace or practical jokes that are carried too far.
- Any other act, which is not in the best interest of the City.

The Disciplinary process includes the following forms:

Oral reprimand reduced to writing.
Written reprimand.
Suspension.
Demotion.
Termination.

Depending on the severity of the misconduct, all or some of these progressive disciplinary steps may be waived and the employee may be terminated. Termination must be with the recommendation of the City Administrator or designee.

DEFINITIONS: For a period of time during which the employee will not be working for the City of Ottumwa.

1. Punishment – suspension carries with it a censure for misconduct on the part of the employee.
2. Pay – during the suspension the employee will receive no pay.
3. Return To Work – return to work after the suspension is at the sole discretion of the City.

Suspension is when an employee is suspended due to an act or behavior that is unacceptable by the Employer.

1. Employee will be placed on suspension.
2. Employee will receive no pay while on said suspension.
3. Return to work after the suspension at the sole discretion of City.

Layoff is when an employee is placed on lay-off status due to the reduction in the employees regularly scheduled work hours.

1. No punishment.

2. Employee could be eligible for unemployment benefits and could utilize any accumulated leave, excluding sick leave.
3. Sole discretion of the City.

ARTICLE 26. GRIEVANCE PROCEDURE

Definition. A grievance is defined as a timely filed claim by an employee which alleges that there has been a violation of the employee's rights. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step. The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure should be used.

Step one. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based or the grievance is waived. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the supervisor.

Step Two. If the grievance is not settled in Step One and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his designee within seven (7) working days after receipt of the immediate supervisor's written answer or the grievance is waived. The Department Head will give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the Department Head.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the Personnel Officer and the City Administrator within seven (7) working days of the receipt of the Department Head's written answer or the grievance is waived.

The City Administrator shall give a written answer to the aggrieved employee within ten (10) working days after the grievance is presented.

All completed copies of the grievance shall be forwarded to Human Resources and placed in the employee's personnel file.

A Civil Service employee shall request a hearing before the Civil Service Commission according to Chapter 400, Code of Iowa, if applicable. The Civil Service Commission shall decide whether or not the grievance is within the scope of the Commission's responsibilities prior to agreeing to hear the grievance.

ARTICLE 27 – EMPLOYEE PRIVACY

Employees have a reasonable expectation that offices, desks, lockers, file cabinets, etc. that are assigned to them will not be exposed to indiscriminate examination by other employees. However, the City does retain the right to enter an employee's office, desk, file cabinets, etc. for work related purposes.

No employee shall enter another employee's office, desk, file cabinet, locker, or similar "private" area, unless:

1. Authorized by the person who has control of the office or equipment;
2. Necessary for the proper conduct of City business;
3. Authorized by a Supervisor/Department Head for the purpose of investigating employee misconduct;
4. Part of an inspection; or
5. In response to an emergency situation.

Employees are cautioned that personal items may be inadvertently observed during the above situations. If an employee is concerned that this may happen, personal items should be stored elsewhere.

ARTICLE 28 – VIOLENCE IN THE WORKPLACE

The City of Ottumwa does not tolerate violence in any form or the threat or perception of violence by or against any employee while performing his or her official duties, or due to the employee's official duties, wherever those duties are performed. Additionally, the City of Ottumwa recognizes an individual's right to bear arms in accordance with state and federal laws afforded by the Second Amendment of the United States Constitution and the State of Iowa. The City is not liable for any wrongful or negligent act or omission related to actions of persons or employees who carry a concealed weapon.

Unless specific job duties require it, the ability to carry a concealed weapon is not within the scope of employment and is not a condition of employment. Nothing in this policy should be interpreted to require or encourage any employee who lawfully possesses a weapon to use it in defense of others.

An employee in violation of this policy will be subject to discipline up to and including termination of employment.

For additional information regarding the City of Ottumwa's expectations of its employees who wish to carry a concealed weapon while engaged in the duties of their employment, please reference the Workplace Violence and Threats Prevention Policy.

ARTICLE 29 – DRESS CODE

CITY HALL EMPLOYEES:

Business Attire Policy: Business Casual Dress Code:

The City of Ottumwa expects its City Hall employees to dress appropriately in business casual attire. Because our work environment serves customers, professional business casual attire is essential. Customers make decisions about the quality of our services to the community based on their interaction with you. Employees must be neat, clean and well-groomed with proper hygiene.

Consequently, business casual attire includes suits, dress pants, capris, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment. Examples of appropriate business attire include a polo shirt with pressed khaki pants, a sweater and shirt with corduroy pants, and a jacket, sweater, and skirt and leggings as part of a dressy ensemble and with a top that covers the rear end. Jeans, t-shirts, shorts, short skirts, tube tops, tank tops with shoulder strap width of 3 inches or less, and spaghetti straps (unless covered by a jacket), halter tops, low-cut blouses or sweaters, low cut shirts, blouses and sweaters, spandex or Lycra, clothing that is tight and suggestive, sweatpants, workout gym clothing, swim wear, and footwear such as flip flops are not appropriate for business casual attire. Open toed dress sandals for women are appropriate unless as directed by the Department Head due to the need to perform field inspections or work responsibilities outside of the office.

Be considerate and thoughtful regarding clothing that other employees might find offensive or that might make coworkers uncomfortable._ This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to customers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Although it is impossible to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement

weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

City Hall staff performing field inspections should wear clothing commensurate with the tasks they are performing, keeping in mind that attire should project a professional image. Staff may wear trousers, jeans, knit shirts with collars, city logo shirts and dress shirts. Attire should be clean, in good repair and suitable to employees in a professional position. Jeans are permitted if the staff member is actually performing field inspections or as approved by the Department Head. Closed toed shoes, as designated by the Department Head, are required.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos on the face will not be permissible. Tattoos on the chest shall be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs inserted while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.

Business Attire Policy: Casual Dress Code:

The City of Ottumwa will allow employees to dress appropriately in business attire of a casual nature on Fridays. On this day of the week, employees may wear jeans which are appropriate, not ripped, torn or revealing. We expect that your business attire, although casual, will exhibit common sense and professionalism.

Employees are expected to demonstrate good judgment and professional taste. Courtesy to coworkers and your professional image to coworkers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

In addition, at the discretion of the City Administrator, in special circumstances, such as during unusually hot or cold weather or during special occasions, staff members may be permitted to dress casually. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

Council Meetings:

Business Attire Policy: Formal Dress Code:

The City of Ottumwa expects employees to dress appropriately in business attire during Council meetings and work sessions. Because these meetings are televised, professional business attire is essential to promote the professional competency of city staff.

Business attire includes suits, dress shirts and dress pants, dresses and skirts that are typical of business formal attire at work.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to clients should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

OTHER NON-CITY HALL CITY EMPLOYEES:

Certain staff members in the Fire, Police, and Transit departments have a separate dress code and require staff to wear specific uniforms or attire. Policies are in place for each of those departments.

Public Works, Parks, Airport, Landfill, Recycling and Water Pollution Control employees will be neat, clean and well-groomed with proper hygiene. Jeans, t-shirts and work shirts are appropriate. Foot wear will be according to that department's internal policy.

Do not wear anything that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to the public should be the factors that are used to assess that you are dressing appropriately.

Although it is impossible and undesirable to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos located on the face will not be permissible. Tattoos located on the chest must be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable

accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.

ARTICLE 30 – CONFLICTS OF INTEREST

Employees have an obligation to conduct City business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the employee's supervisor as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City. Specific questions can be addressed to the City Administrator.

ARTICLE 31 – SMOKING

Iowa's Smokefree Air Act prohibits smoking in any public place where the public is invited or permitted. Smoking is strictly prohibited in all enclosed areas within places of employment within the City, such as work areas, private offices, garages, hangars, conference and meeting rooms, classrooms, auditoriums, employee lounges, hallways, restrooms, elevators, stairways and stairwells, and any and all vehicles owned, leased, or provided by the City for use by City employees. Smoking is also prohibited while working on the job. Smoking may occur only during appropriate break times and in designated locations.

ARTICLE 32 – SUBSTANCE ABUSE POLICY

GENERAL POLICY:

The City of Ottumwa is committed to providing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs. To that end, the City is adopting this Substance Abuse Policy.
The city recognizes that its own health and future is dependent upon the physical and psychological health of its employees. It is the right, obligation and intent of the City to maintain a safe, healthy and efficient working environment for all of its employees and to protect the public, as well as City property, equipment and operations.

The City also maintains an Employee Assistance Program which provides help to employees who seek assistance for alcohol or drug abuse and other personal or emotional problems.

With these basic objectives in mind, the City has established the following with regard to use, possession or sale of alcohol or drugs. Compliance with the City's Substance Abuse Policy is a condition of employment and covers all City employees whether or not they are covered by the Federal Motor Carrier Safety Administration or the Federal Transit Administration drug testing requirements. This zero tolerance policy covers alcohol as well as any illegal substance as defined by Iowa and/or Federal Statutes or Regulations. The City intends to take serious disciplinary action, up to and including termination, against an employee who violates the City's Substance Abuse Policy.

SCOPE:

All employees.

TESTING:

Pre-Employment Testing:

1. All potential new employees, full-time, part-time, seasonal, temporary, job training workers and work release workers and any other employees covered by the City's workers' compensation policy shall be tested as a part of the City's pre-employment physical.
2. Notice of testing will be part of all notices of advertisement soliciting applicants for employment and on the application form. All applicants shall be verbally informed of the requirement during the first interview.

Federally Required:

The City is required to test employees who operate a commercial motor vehicle or employees who operate transit vehicles under the authority of the Federal Motor Carrier Safety Administration or the Federal Transit Authority. The City will comply with the requirements of the respective authority for the federal required test.

Reasonable Suspicion:

The City may require a specific employee to submit to a drug test if all of the following conditions are met:

1. The employer has reasonable suspicion to believe that an employee's faculties are impaired on the job; and
2. The employee is in a position in which such impairment presents a danger to the safety of another employee, a member of the public or City property.

Reasonable suspicion may include direct observation of alcohol or drug use or abuse or of the physical symptoms of being impaired due to alcohol or drug use at work; abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; report of alcohol or drug use provided by a reliable and credible source; or evidence that an employee has manufactured, sold, distributed, solicited, possessed, used or transferred drugs while working or while on City property or while operating City vehicles, machinery or equipment.

Post Accident:

The City may require an employee not covered by DOT requirements to submit to a drug test if the employee has caused an accident while at work which resulted in injury which, if suffered by an employee, would require an OSHA report or which resulted in damage to property in an amount reasonably estimated to exceed $1,000.00.

GENERAL PROVISIONS:

Drug Test: Means any urine, saliva, breath or other legally allowed test conducted for the purpose of detecting the presence of a chemical substance in an individual.

List of Controlled Substances: This list includes all controlled substances including but not limited to the following: Amphetamines (including methamphetamines)

Cocaine metabolite
Opiates (Includes heroin)
Phencyclidine (PCP)
Marijuana (THC) metabolite

In addition, the City tests for Creatinine, Urinary, although this is not a controlled substance.

Time for Testing:

Tests will be conducted either during or immediately before or after an employee begins work. For employees subject to random testing under federal law, the employee will be tested during or immediately after performing these functions. Time for testing is considered work time and the employee will be compensated for the time it takes to provide a sample for testing. The City will either provide transportation for the employee to the collection site or pay for the transportation to the collection site.

Test Procedures:

Samples provided will be collected in reasonable and sanitary conditions with regard for the privacy of the individual providing the sample and for the validity of the test. Samples (other than breath samples) will be split in the presence of the individual to allow for confirmatory testing of any initial positive test result. The collection site and laboratory will follow standard chain-of-custody procedures for samples for the time of collection until the sample is no longer needed.

1. The test sample will be collected at Collaborative Laboratory Services, 1005 Pennsylvania Avenue, Ottumwa, Iowa, or such other site directed by law enforcement in the event the employee is involved in an accident requiring testing.
2. The test sample withdrawn from the employee will be analyzed by a laboratory or testing facility that has been approved under rules adopted by the Iowa Department of Public Health.
3. If an employee provides a sample that is dilute, the employee will be required to immediately report for another test. That test will be done under direct observation if required by DOT regulations.
4. If an initial test is conducted and the results indicate that the employee has tested positive for alcohol or controlled substances, a confirmatory test using an alternative method of analysis shall be conducted. The confirmatory test shall use a portion of the same sample withdrawn from the employee for use in the initial test.

5. An employee shall be accorded a reasonable opportunity to rebut or explain the results of the drug test and to provide information which he or she thinks is relevant to the test. Such information may include identification of prescription or non-prescription drugs the individual is using or has recently used or any other relevant medical information.
6. The test result will first be reported to the City's MRO for review and interpretation. The MRO will then report the confirmed positive test result to the City's designated employer representative.
7. If an employee provides a sample that has been tampered with or substituted or is determined by the approved laboratory to have been tampered with or substituted, it will be treated the same as a positive test result.
8. The City will look to the rules and interpretations used by the United States Department of Transportation related to drug testing on any issues not specifically addressed in this policy and will follow the thresholds established by the approved laboratory for determination of whether the presence of a substance in a sample constitutes a positive test result.
9. Test results when reported to the City by its MRO will be maintained separate from the employee's other personnel records.

Refusal to Test: Refusal to test includes refusal to take the test, inability to provide adequate samples for testing without a valid medical explanation; tampering with or attempting to adulterate a sample; interfering with collection procedures; failing to immediately report to the collection site; failing to remain at the collection site until the collection process is complete; having a test result confirmed by the MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before a test has been conducted.

Designated Employer Representative: The City's Human Resources Officer shall be the City's designated employer representative for receipt of drug and alcohol test results.

Medical Review Officer: The City contracts with St. Luke's Iowa Health System for these services.

Supervisor Training: The City will comply with the DOT training requirements for supervisors which includes two hours of initial training, one hour of which will be related to controlled substances and one hour to alcohol misuse.

Testing Costs: The City will bear the costs of all testing required under this policy, including a second confirmatory test requested by an employee who has tested positive.

Prevention and Treatment:

The City encourages any employee with a drug or alcohol problem to voluntarily seek treatment. The City has established an Employee Assistance Program to provide counseling and referral

services for employees with drug or alcohol abuse problems who voluntarily seek help. Conscientious efforts to seek and use such help will not jeopardize an employee's job.

Prohibited Conduct:

The City strictly prohibits unauthorized use, possession (including storage in a desk, locker, vehicle or other depository), manufacture, distribution, dispensing or sale of illegal drugs, drug paraphernalia, controlled substances or alcohol on City property, while on City business or in City supplied vehicles, or during working hours.

Any action taken against an employee shall be based only on the results of the drug and alcohol test. *Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination of employment. An employee's refusal to test will result in disciplinary action up to and including termination of employment.*

Departmental Policies:
Individual departments may adopt policies and procedures more stringent than these policies; but, in no event, shall they be less stringent.

Off-Duty Loss of Driving Privileges:

In addition to any other sanctions which may be invoked under this Policy, employees whose work with the City requires the employee to drive a City vehicle and who lose his/her driving privilege will be laid off from employment immediately. Reinstatement from such layoff will be dependent upon the City having an available position after the employee's driving privilege has been restored.

ARTICLE 33. TRAVEL

It is the policy of the City to define its position regarding travel of City employees for purposes of City business including attendance at conferences, workshops and seminars. The City encourages the advancement and enrichment of employees' professional expertise and technical skills. Necessary expenses incurred by City employees involved in the above mentioned activities will be paid by the City in those cases where the activity is a direct benefit to the City and where attendance by the City employee at such activity will increase the employee's job performances. Exceptions to this policy must be approved by the City Administrator.

1. All City employees may perform official travel after preparing an Out of Area Travel Form and upon authorization of the Department Head and the City Administrator. The procedures for elected officials will be the same as all other employees, except that travel approval will be made by the Mayor. All travel must be requested prior to the occurrence of the trip and must state justification for such travel.

2. Transportation costs for employees authorized to travel on official City business shall be paid by the City. The least expensive method of booking travel and lodging will be used with the bills going directly to the City if possible. The use of the City's credit card should be utilized by the department head to pay for the lodging when applicable.
    a. Mileage will be paid to and from the appropriate destination and Ottumwa if the employee uses their personal vehicle. If air travel is involved, mileage will be paid to the appropriate airport. Google maps should be utilized to obtain the mileage. This does not need to be printed out. Finance will verify when the travel form is processed.
    b. Costs for parking a city vehicle or privately owned vehicle will be reimbursed by the City upon presentation of appropriate receipts.
    c. Taxicab/Uber type fares will be reimbursed as appropriate.
    d. For in state travel, a city vehicle will be used when practical. The employee may get a gasoline credit card issued to the City from the Finance Department to be used for fuel and emergency auto repairs only. When travel is by personal vehicle, mileage will be paid at the rate established by the Internal Revenue Service.

3. The City will reimburse for meal expenses as follows:
    a. The meal allowance shall be up to $8.00 for breakfast, $12.00 for lunch and $22.00 for dinner in the State of Iowa. Detailed receipts will be required to receive reimbursement for meals. If a meal is provided as part of the conference, training or seminar registration, the employee will not be reimbursed for that meal. An employee will only be reimbursed for breakfast when the starting time of the trip is before 6:00 am. and for dinner if the return is after 8:00 p.m. Under no circumstances will alcohol be reimbursed as part of a meal allowance.

4. Also included as reimbursable costs are those incurred for registration and lodging.
    a. All employees attending conferences and seminars will pre-register with the City paying the registration fee directly. A memo requesting payment should be prepared stating the reason for the individuals attending the conference, the names of the individuals attending and an original and copy (for submission) of the official registration.
    b. Lodging costs shall be paid by the City at the single rate only when the spouse accompanies the employee. Telephone calls incidental to the performance of official business only shall be reimbursable.
    c. If the starting time required is such that the Department Head deems necessary, the employee may begin the trip the day before and be reimbursed for the preceding night's lodging costs and any other incidental costs.

d. Employees on official City business may request a travel advance prior to the occurrence of the trip. Requests for advance travel funds shall be submitted at least 10 working days prior to the occurrence of the conference or meeting. Advances will be released to the employee the day before actual travel is to begin. Advances for less than $50 will not be made.
e. All travel receipts must accompany the Final Travel form before reimbursement. All forms and receipts must be turned into the Finance Department within five days of return to work.

5. City employees traveling on City business within the corporate city limits and using their personal vehicle will be required to document their travel using an In City Travel Form.
6. Employees traveling on behalf of the City shall be paid for all hours worked pursuant to the Fair Labor Standards and pursuant to any applicable collective bargaining agreement.

ARTICLE 35. SEPARATION FROM CITY SERVICE

All employees voluntarily leaving employment with the City of Ottumwa must give at least two weeks written notice prior to the effective date. If an employee is retiring, written notice must have retirement date and address change if applicable. If an employee resigns, the notice must contain employee's name, forwarding address, effective date and the reason for resignation. Written notice must be accompanied with Personnel Action Sheet to the City Administrator or designee.

Employees leaving City service shall return all property belonging to the employer to his/her immediate supervisor. All uniforms, tools, keys, equipment and department manuals will be given to employee's immediate supervisor before receiving employee's last payroll check. Until City property is returned, the employee will not receive any payment for accrued leave the employee might otherwise be entitled to.

Employees leaving city services may be required to have an exit interview with The City Administrator or designee.

Employees leaving employment with the City shall not be allowed to take accrued leave after their last actual working day with the City. All accrued leave will be paid out thereafter the first pay period following the employee's final pay check for time actually worked. Accrued leave does not include sick leave.

Item No. B.-16.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Zach Simonson
Prepared By

Planning & Development
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 148-2022: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON CONSIDERING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH MARKET STREET FACADE IMPROVEMENTS PROJECT

****

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

RECOMMENDATION: Pass and adopt Resolution No. 148-2022.

DISCUSSION: This resolution sets the June 21, 2022 meeting as the date and time for a public hearing on the plans, specifications, form of contract and estimate of cost for the North Market Street Facade Improvements Project for which the City was awarded a $250 thousand CDBG grant.

Source of Funds:

Budgeted Item: ☐ Budget Amendment Needed:

RESOLUTION NO. 148-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON CONSIDERING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH MARKET STREET FACADE IMPROVEMENTS PROJECT

WHEREAS, the City of Ottumwa was awarded an Iowa Economic Development Authority COVID-19 Relief Community Development Block Grant for the North Market Street Facade Improvements Project; and

WHEREAS, it is appropriate to conduct a public hearing on the plans, specifications, form of contract and estimate for cost for this project on June 21, 2022 at 5:30pm in the City Hall..

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

Section 1. That this Council meet in the City Hall, at 5:30 p.m. on June 21, 2022, for the purpose of considering the plans, specifications, form of contract and estimate of cost for the North Market Street Facade Improvements Project

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH MARKET STREET FACADE IMPROVEMENTS PROJECT CDBG #20-CVN-024 IN THE 100 BLOCK OF NORTH MARKET STREET

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on June 21, 2022, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to consider plans, specifications, form of contract and estimate of cost for the North Market Street Facade Improvements Project CDBG #20-CVN-024 in the 100 block of North Market Street.

Plans, specifications, form of contract and estimate of cost are officially on file in the Planning and Development Office for inspection and use by interested persons, and said documents are hereby made a part of this Official Publication by this reference.

That said public hearing will be conducted on June 21, 2022 at 5:30 p.m. in the City Council Chambers, Second Floor, City Hall, 105 E. Third St., Ottumwa, Iowa. At said time and place, any person or persons may appear and offer objections if they so desire.

Dated this 7 day of June, 2022.

Christina Runhard

City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this June 7, 2022.

Mayor Richard W. Johnson

ATTEST:

City Clerk Christina Reinhard, CMC

Item No. B.-17.

CITY OF OTTUMWA
Staff Summary

** ACTION ITEM **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

Phy Rath
City Administrator Approval

AGENDA TITLE: Resolution 152-2022 - A Resolution Temporarily Assigning the City Administrator as Interim Finance Director and Updating the Authorized Signatories

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

RECOMMENDATION: Pass and adopt Resolution 152-2022

DISCUSSION: The resolution updates the individuals who are authorized to sign checks, make wire transfers, and to make investment purchases and sales in accordance with the City's investment policy by removing former employee. Additionally, this resolution temporarily recognizes the City Administrator as the interim Finance Director. This assignment would be in place until such time as the city hires the position of Finance Director.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

RESOLUTION NO. 152-2022

RESOLUTION TEMPORARILY ASSIGNING THE CITY ADMINISTRATOR AS INTERIM FINANCE DIRECTOR AND UPDATING THE AUTHORIZED SIGNATORIES

WHEREAS, the position of Finance Director has not been filled to date; and

WHEREAS, Interim Finance Director, Tina Jaegers, a signatory for banking and investment purposes has recently resigned from her role with the city; and

WHEREAS, the City Code Section 2-80 (b)(3) allows the office of Finance Director to be combined with the office of the City Administrator by resolution of the City Council; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the role of Finance Director be combined with the role of City Administrator until such time as a Finance Director is hired and placed with the city;

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, the following individuals shall be authorized as signatories to sign checks and make wire transfers on behalf of the City of Ottumwa, Iowa.

Name	**Title**
Richard W. Johnson	Mayor
Philip Rath	City Administrator / Interim Finance Director

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, the following individuals shall be authorized as a signatory to make investment purchases and sales in accordance with the investment policy for City of Ottumwa, Iowa.

Name	**Title**
Philip Rath	City Administrator / Interim Finance Director

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

APPROVED, PASSED AND ADOPTED, this 7th day of June, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Item No. B.-18.

CITY OF OTTUMWA
Staff Summary

** ACTION ITEM **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 155-2022 - A Resolution to Accept the Proposed Engagement Letter from Bradley T. Barnes, CPA, P.C. for the Provision of Accounting and Consultation Services

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

RECOMMENDATION: Pass and adopt Resolution 155-2022

DISCUSSION: With the recent departure of the City Accountant and current vacancy of the Finance Director the administration is seeking assistance from a professional / CPA. These services will assist staff and provide expert advice as necessary to maintain the accounting standards required for sound financial practices. Mr. Barnes formally worked with the firm who handles the city's audit and has a grasp on municipal financing. His office is located across the street from City Hall providing convenient access. A copy of the engagement letter is attached for review and approval.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

RESOLUTION NO. 155-2022

RESOLUTION ACCEPTING THE ENGAGEMENT AGREEMENT FROM BRADLEY T. BARNES, CPA, PC FOR THE PROVISION OF ACCOUNTING AND CONSULTATION SERVICES

WHEREAS, the City Council is desirous of contracting out for accounting and consultation services on behalf of the City of Ottumwa; and

WHEREAS, Bradley T. Barnes, CPA, P.C. is qualified and interested in providing such services to the city; and

WHEREAS, an engagement letter addressing the stated services and expectations has been prepared by Bradley Barnes and reviewed by staff and legal counsel.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that approval of the attached Accounting and Consultation Services Engagement Agreement is granted and that the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said Agreement on behalf of the City.

APPROVED, PASSED AND ADOPTED, this 7th day of June, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

BB

Bradley T. Barnes, CPA, P.C.
Certified Public Accountant
bradley.barnes@cpa.com

June 2, 2022

City of Ottumwa, Iowa
105 E. 3rd Street
Ottumwa, IA 52501

Re: Accounting & Consulting Services

Dear Management,

I. The Parties. This Accounting and Consulting Engagement Letter ("Letter") confirms the services of Bradley T. Barnes, CPA, P.C. ("CPA Firm") requested by City of Ottumwa, Iowa ("Client") on this date of June 2, 2022.

Whereas, the Client and CPA Firm ("Parties") agree to the following terms and conditions for the CPA Firm's services, as an independent contractor, in exchange for fees:

II. Services. The CPA Firm agrees to provide the following services: (check all that apply)

- ☐ - Accounts Payable
- ☐ - Accounts Receivable
- ☐ - Audit
- ☐ - Bank Reconciliation
- ☐ - Bill Payment
- ☐ - Budget Preparation
- ☐ - Customized Reports
- ☐ - Detailed General Ledgers
- ☐ - Financial Statements
- ☒ - General Accounting & Bookkeeping
- ☐ - Payroll and Check Registers
- ☐ - Tax Calculation & Filing
- ☒ - Consulting

The aforementioned selections shall be referred to as the "Services". The CPA Firm shall conduct the Services within the specifications and guidelines set by the Client. The CPA Firm shall, at all times, observe and comply with generally accepted bookkeeping and accounting practices and standards while complying with all Federal and State laws, regulations, and procedures when completing their Services in accordance with this Letter.

III. Fees. The Client agrees to pay the CPA Firm: (check one)

☒ - **Per Hour**. $85/ hour for providing Accounting Services and $125/ hour for providing Consulting Services. Minimum of one hour per day charge if any time is spent in a given day. Time calculated and charged in tenths of an hour after the initial hour in a given day.
☐ - **Fixed Amount**. $_____/ as the total amount for the Services.
☐ - **Other**. _____

IV. Payment. The Client shall pay the CPA Firm: (check one)

☒ - **Recurring Payment**. Paid ☐ weekly ☐ bi-weekly ☒ monthly ☐ quarterly ☐ yearly.
☐ - **Upon Completion**. Upon completion of the Services to the Client.
☐ - **Other**. _____

V. Expenses. The Client shall: (check one)

☒ - **Pay Expenses**. In addition to the Fees provided in Section III, the Client agrees to reimburse the CPA Firm for any out-of-pocket expenses incurred that include, but are not limited to, travel expenses, office supplies and postage.
☐ - **Not Pay Expenses**. All expenses, including, but not limited to, travel expenses, audit fees, tax fees, and postage shall be the responsibility of the CPA Firm.

VI. Retainer. The Client shall: (check one)

☐ - **Pay a Retainer**. In the amount of $_____ that shall act as an advanced payment on the Services provided by the CPA Firm.
☒ - **Not Pay a Retainer**.

VII. Term. The Term of this Letter shall be: (check one)

☐ - **Fixed Time-Period**. Starting _____, 20____ and ending _____, 20____.
☒ - **Ongoing Period**. The arrangement of the Services provided by the CPA Firm shall be on-going beginning on May 25, 2022.
☐ - **Other**. _____

VIII. Termination. This Letter may be: (check one)

☒ - **Terminated by Either Parties**. By providing the other party at least 30 days' written notice.
☐ - **Terminated by Client ONLY**. By providing the CPA Firm 30 days' written notice.
☐ - **Terminated by CPA Firm ONLY**. By providing the Client 30 days' written notice.

Unless the CPA Firm has not performed the Services in accordance with this Letter, the Client shall pay the CPA Firm, in-full, for any remaining balance owed following the termination of Services.

IX. Client's Obligations. The Client shall be solely responsible for providing the CPA Firm all financial information related to their personal and/or business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Letter. The Client acknowledges and agrees that the accuracy of financial information supplied to the CPA

Firm is the sole responsibility of the Client and the CPA Firm shall be held harmless from any liability resulting from the accuracy of the financial information provided.

X. Employment Status. The Parties agree that the CPA Firm shall provide the Services to the Client as an independent contractor and shall not be acting or determined to be an employee, agent, or broker. As an independent contractor, the CPA Firm shall be required to follow all requirements in accordance with the Internal Revenue Code which includes, and is not limited to, payment of all taxes levied for fees collected by the Client for payment of their employees, agents, brokers, and subcontractors. The CPA Firm understands that the Client shall in no way withhold any amounts for payment of any taxes from the CPA Firm's accumulated fees for Services.

XI. Confidentiality. The CPA Firm, shall in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data, documents, discussion, or other information developed by the CPA Firm hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. The CPA Firm agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such Confidential Information to third (3rd) parties or use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Letter.

XII. Assignment. The CPA Firm shall have no rights to assign any of their rights under this Letter or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client. Any attempt by the CPA Firm to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

XIII. Notices. Any notices, bills, invoices, or reports required by this Letter shall be deemed received on the day of delivery if delivered by hand, standard mail, e-mail, or facsimile during the receiving party's regular business hours.

XIV. Governing Law. This Letter shall be construed in accordance with and governed by Federal laws and those located in the State of Iowa.

XV. Severability. If any provision of this Letter shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Letter shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Letter; and, the remaining provisions of this Letter shall remain in full force and effect.

XVI. Insurance.

A. Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $2,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of the City is required.

B. Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of Consultant. The insurance coverage shall not be reduced below these limits and Consultant will notify the City of any erosion of the Policy Limits due to claims made. Consultant shall provide the City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

C. AGENTS AND SUBCONTRACTORS. Consultant shall require that any of its independent contractors, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of Consultant.

D. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY. Except for Workers Compensation and Professional Liability, the policies providing the coverage specified in A, B and C above shall include the City as Additional Insured and Governmental Immunities Endorsements.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

XVII. Indemnification. Each party shall indemnify and hold the other party harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the other party may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by the party.

XVIII. Entire Letter. This Letter is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Letter shall be effective unless in writing and signed by each of the Parties.

XIX. Waiver. The waiver by either party of a breach of or a default under any provision of this Letter shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Letter, nor shall any delay or omission on the part of either party to exercise or avail itself to any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

IN WITNESS WHEREOF the parties have duly executed this Letter as of the date first written.

CPA Firm's Signature Bradley T. Barnes

Date 6/2/22

Print Name Bradley T. Barnes

Client's Signature Richard W. Johnson

Date 6-7-22

Print Name Richard W. Johnson

Item No. D.-1.

IOWA ECONOMIC DEVELOPMENT AUTHORITY
1963 Bell Avenue, Ste. 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com

May 19, 2022

Ms. Debra Shaw
Winger Contracting Company
918 Hayne Street
P.O. Box 637
Ottumwa, IA 52501
Sent via email: debra@wingercompanies.com

RE: Project Maintenance Closeout – Winger Contracting Company
Contract Number – P0804M01662
Funding Agreement – 08-EZ-032

Dear Ms. Shaw:

It is my pleasure to congratulate you on successfully maintaining your job obligations through the maintenance period regarding the above referenced project. The Authority's review of payroll documents indicates that the job maintenance requirement has been met.

In summary:

1. The Project Completion Date was April 30, 2011 with a Project Maintenance Date of April 30, 2021.

2. The Business was required to maintain 229 full-time equivalent (FTE) jobs of which 207 needed to be qualified FTEs. At the End of Maintenance Date, the Business had 275 FTEs of which 274 were qualified FTE jobs. The qualified employees were paid at least $12.40 per hour.

3. Winger Contracting Company met the Sufficient Benefits requirement.

Since all project activities have been completed and verified, the Authority has closed this project file. The Authority has determined that the job maintenance requirement has been satisfied.

We would like to express our thanks to you for your assistance in monitoring and closing out this project. We look forward to working with you on future economic development projects. Please do not hesitate to contact me at 515-348-6165 or benton.quade@iowaeda.com should you have any questions.

Sincerely,

Benton Quade
Project Manager
Compliance Team

Cc: Mayor Rick Johnson, City of Ottumwa
IEDA Compliance File

Item No. D.-2.

Footnotes:

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State Law reference— *City authorized to abate, restrain, prohibit public nuisances, I.C.A. § 364.12(3)(a); nuisances, I.C.A. ch. 657.*

Sec. 24-1. - Public nuisances prohibited; right of entry.

The creation or maintenance of a nuisance is unlawful and is prohibited. The city board of health, city administrator or designee or police officers may lawfully enter any building or place for the purpose of examining into, preventing or removing any nuisance, source of filth or cause of sickness.

(Code 1970, § 24-1; Ord. No. 3052, § 1, 9-3-2013)

Sec. 24-2. - Nuisance defined.

Whatever is injurious to the senses or an obstruction to the free use of property so as to essentially interfere with the comfortable enjoyment of life or property by the public or community shall be deemed to be a nuisance.

(Code 1970, § 24-2; Ord. No. 3052, § 1, 9-3-2013)

Sec. 24-3. - Enumeration of nuisances.

Nuisances shall include, but shall not be limited to, the following:

(1) *Noxious exhalations, offensive smells.* The erecting, continuing or using of any building or other place for the exercise of any trade, employment or manufacture which, by occasioning noxious exhalations, offensive smells or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public.

(2) *Noxious, offensive substances.* The causing, permitting or allowing of any refuse, solid waste, yard waste, garbage, noxious substances, manure, hazardous wastes, junk or salvage materials, or other offensive substances to be collected or to remain in any place or to be thrown, left or deposited in or upon any street, avenue, alley, sidewalk, park, public square, lot, whether vacant or occupied, or upon any pond or pool of water. The term "noxious substances" shall include, but not be limited to, substances, solid or fluid, which is offensive, detrimental to health, hurtful or dangerous, including any dead animal or portion thereof, together with human or animal excrement.

(3) *Water obstruction, corruption.*

a. The obstruction or impeding, without legal authority, of the passage of any navigable river, harbor or collection of water.

b. Creating, maintaining, causing or allowing to exist any stagnant water standing on any property, including any container or material kept in such a condition that water can accumulate and stagnate therein.

c. The corrupting or rendering unwholesome or impure the water of any river, stream or pond, or unlawfully diverting the river, stream or pond from its natural course or state, to the injury or prejudice of others.

(4) *On-site waste water systems.*

a. Facilities for the storage or processing of sewage, such as on-site waste water systems, which have failed or do not function properly, or which are overflowing, leaking or emanating odors; or on-site waste water systems which are abandoned or no longer in use, unless properly emptied and filled with clean fill; or any on-site waste water system which does not comply with city or state health regulations.

b. Every person or firm who shall engage in the business of cleaning on-site waste water systems shall be licensed by the state as a licensed commercial septic tank cleaner as well as licensed by the city. The city commercial septic tank cleaner license fee established by resolution is to be paid to the city clerk on or before April 1 of each year. Each person or firm shall file evidence with the city that a duly qualified insurance company has issued liability and property damage insurance policies covering all operations of the applicant or of any person or firm employed by him within the city. The insurance must protect the public from injuries or damages sustained by reason of carrying on the work of waste collection and disposal. The certificate or affidavit shall specifically evidence the following amount of insurance coverage which shall remain in effect for the term of the license and shall provide written notice be given to the city clerk 30 days prior to the change in the condition of the certificate or affidavit for any expiration or cancellation thereof. Such insurance shall be in the following amounts:

1. Public liability insurance: $100,000.00 per person; $300,000.00 per accident.
2. Motor vehicle bodily injury liability: $100,000.00 per person; $300,000.00 per accident.
3. Property damage: $100,000.00 per accident.

c. Contents of pumper trucks servicing on-site waste water systems shall be transported in air- and water-tight tanks or vessels only, which must be so constructed and used as to avoid all offensive sights and smells and to prevent any deposit of the contents on any sidewalk, street or alley. Contents shall be disposed of at a licensed waste water treatment facility. The local facility is the Ottumwa Water Pollution Control Facility.

(5) *Obstructing streets.* The obstructing or encumbering, by fences, buildings, structures, signs or otherwise, of the public roads, private ways, streets, alleys, commons, landing places or burying grounds.

(6) *Unoccupied buildings.* Unoccupied buildings or unoccupied portions of building which are unsecured or abandoned.

(7) *Depositing materials.*

a. The depositing or storing of inflammable junk, such as old rags, rope, cordage, rubber, bones and paper, by dealers in such articles, within the fire limits of the city, unless it is in a building of fire rated construction.

b. The depositing or allowing the depositing of any mud, dirt, gravel or other debris on any public street, alley, sidewalk, or other property.

(8) *Slaughtering of animals and exposed carcasses.* Slaughtering of animals or fowl in residential areas is prohibited, nor will animal carcasses of any kind remain exposed or hung outdoors.

(9) *Emission of smoke.* The emission of dense smoke, noxious fumes or fly ash in the city. No materials may be burned in the city except yard waste and tree debris. Fuel oil or waste oil burning for heating purposes requires submittal of documentation to the city that the oil burners meet all IDNR and EPA air quality requirements. The city may provide the necessary rules for inspection, regulation and control.

(10) *Vegetation growth.*

a. Dense growth of all weeds, vines, brush or other vegetation in the city so as to constitute a health, safety or fire hazard. This does not include cultivated vegetable gardens, flower gardens, herb gardens as long as they are properly cultivated and maintained so as to control noxious weeds or other vegetation which would not ordinarily be considered a part of such garden.

b. All weeds, grass, vines, and brush growing on lots and parcels of ground within the corporate limits of the city, ten inches or more in height, except crops are considered a nuisance. A 20-foot mowed buffer is required between crops and adjacent streets, alleys, public rights-of-way and lots. Wooded lots shall provide a mowed buffer between public right-of-ways and private property. This provision will become effective April 1, 2015.

c. The abutting property owner shall maintain all vegetation on the owner's property and on all property outside of the lot and property lines commonly known as public right-of-way to the edge of the street or alley. Where private property abuts a frontage road right-of-way, said property owner shall maintain all areas between the traveled or paved portion of the frontage road to the highway.

(11) *Harboring vermin.* Creating, maintaining, causing or allowing to exist conditions which are conducive to the harborage or breeding of vermin; or allowing existing infestations of vermin, such as rats, mice, skunks, raccoons, opossums, snakes, starlings, pigeons, wasps, bedbugs, cockroaches or flies.

(12) *Prohibited outdoor storage.* The following items stored in outdoor areas or in partially enclosed sheds, lean-tos or other structures not totally enclosed by structural walls, roof and properly functioning doors: building materials not part of an active building project authorized by a current city building permit; abandoned, inoperable vehicles or junk vehicles (as defined in section 24-35); non-registered or unlicensed vehicles; auto parts; miscellaneous metals, plastic, rubber or metal

parts or junk; tires; packing boxes; wooden pallets; tree limbs, brush piles, discarded lumber, not including neatly stacked and cut fire wood; broken or unused furniture, household fixtures, such as toilets, sinks and tubs, and appliances; any upholstered or finished furniture intended for indoor use; plastic tarps used in place of walls, roof or doors on structures; debris; solid waste or recyclables or other items not normally required in the day to day use of the exterior of the property, when stored continuously in excess of seven days on any property.

(13) *Abandoned vehicles, equipment, materials.* Any attractive nuisance dangerous to children in the form of abandoned vehicles, abandoned or broken equipment, including abandoned refrigerators, freezers, hazardous pools, ponds, excavations, materials, including building materials, debris or neglected machinery.

(14) *Property maintenance.*

a. Any wall, fence or hedge in such condition as to constitute a hazard to persons, property or traffic.

b. Any discarded or unused material on real property that is not consistent with the condition and visual appearance of surrounding adjacent real properties. Types of unacceptable materials include those items enumerated in subsections (7), (12) and (13) of this section to include incomplete landscaping projects, dirt and rock piles, eroded soil areas, pits, holes and excavations.

c. Creating, maintaining, causing or allowing to exist for a continuous period of more than 30 days, any manmade excavation, hole, or other depression in the ground in or on any lot or parcel of land in the city of a depth of more than three feet below the surrounding grade, other than as part of the active construction of a building or other structure on the lot which will ultimately close in and completely cover such excavation, hole or depression. Upon a finding by the city that the owner of the lot or parcel of land has violated the provisions of this subsection, the lot owner shall be required to fill in any such excavation, hole or depression and grade the same to a topographic elevation equal to or level with the surrounding adjacent grade, and seed the site with grass or similar vegetative ground cover, and take reasonable measures to ensure the proper germination of the planted vegetation.

d. On properties being used by an allowable commercial use, any items on the property that are not normally utilized in the daily operation of the commercial use or not designed to be used or stored outdoors must be stored in structures totally enclosed by structural walls, roof and properly functioning doors.

e. Any hazardous thing or condition on property which may contribute to injury of any person present on the property, including, but not limited to, open holes, open foundations, open wells, or dangerous trees or limbs.

f. Anything or condition on property creating an imminent threat to human health or in violation of any health or sanitation law.

(15) *Electric fences.* Electrified fences are prohibited in front yards and along and next to sidewalks,

streets and alleys in the city. Electric fences may be used around gardens as long as the use does not create a hazard to others. Fences shall not be closer than four feet from side and rear property lines. On vacant lots setbacks shall be the same as if there were a dwelling on the lot.

(16) *Vehicle idling.* Delivery, refrigeration and other commercial vehicles may not be parked with engines or refrigeration units running in residential zone or where residentially used property is located except as part of the active delivery process.

(17) *Residential swimming pools.* No portion of a private residential swimming pool shall be located less than four feet from a side or rear lot line. Pools, including wading pools, except inflatable or plastic wading pools less than 24 inches in height, and appurtenant equipment shall not be permitted in any front yard.

(18) *Yard and garage sales.* Yard and garage sales, flea markets and other sales for more than five consecutive days or more than two times a calendar year are not permitted. All such sales must be operated so as not to create a nuisance from scattered and/or windblown items.

(19) *Tire storage.* Tires that are new or used ones with useful life remaining that are for sale and stored outside as part of an allowable commercial use shall be kept free of water during the mosquito season or must be sprayed with a solution that does not permit the growth of mosquito larvae. Tires for disposal must be removed weekly or stored inside of an enclosed trailer or building of fire rate construction that is totally enclosed by structural walls, roof and properly functioning doors.

(20) *Residential composting.*

a. Permitted composting materials are yard waste, straw, fruit and vegetable scrap, egg shells or coffee grounds and all materials shall be generated from within the boundaries of the parcel in which the compost area is located.

b. Prohibited materials for composting are meat, bones, whole eggs, dairy products, unshredded branches or logs, weeds heavily loaded with seeds, plastics, synthetic fibers, human or pet wastes, diseased plants and any other solid waste, except for those permitted above.

c. Compost shall be kept in a manner that does not attract infestations of insects or that does not emit foul odors.

(21) *Billboards maintained.* Billboards using or having used removable paper or other materials shall be maintained in such condition as to eliminate loose or frayed material protruding or hanging from the structure. All paper and other waste materials shall be removed from the site and disposed of properly whenever any sign face is changed or more frequently as needed. Billboard display area not covered with advertising for a period longer than 30 days shall be painted or covered in black or white.

(22) *Parking and driveways.* In residential zones or residentially used property, motor vehicle parking in the front yard is not permitted unless the motor vehicles are parked in a driveway. Front yard shall mean any portion of a lot or parcel of land which extends its full width and lies between the

edge of a public street and the front of the principal building on the lot or parcel. Driveways shall be concrete, asphalt, brick paver or at least four inches of rock and comply with the 2015 SUDAS standards. Driveways are to be located beside the house or in the rear yard and shall connect to a street or alley. The front yard of properties with vacant lots adjacent or abutting the lot with the dwelling, shall be the same as that of the lot containing the dwelling. Vehicles shall not drive over the curb or grassy area to get to the driveway. This section applies to all vehicles located on residentially zoned or used property, including, but not limited to, cars, trucks, motorcycles, recreational vehicles and hauling trailers. This section is not meant to prohibit the occasional parking on the unimproved area of the front yard for events such as parties and snow emergencies. This section applies to all driveways installed after the adoption of the ordinance from which this chapter is derived. Rules for occasional parking on the unimproved areas may be promulgated by the city administrator or designee.

(Code 1970, § 24-3; Ord. No. 3052, § 1, 9-3-2013; Ord. No. 3071, §§ 1, 2, 2-17-2015)

Sec. 24-4. - Additional conditions subject to chapter.

The requirement of the removal, correction or abatement of nuisances enumerated in this chapter shall not be confined to the things known to the common law or specially declared by law as nuisance, but shall also extend to anything constituting a nuisance in fact, including as well anything designated in this Code and judicially declared as dangerous, offensive, unhealthy or obstructive.

(Code 1970, § 24-4; Ord. No. 3052, § 1, 9-3-2013)

Sec. 24-5. - Responsibility for abatement; abatement defined.

(a) The owner, agent, lessee, occupant or other person in charge of any building or premises where any of the things forbidden by this chapter exist, or whence any of such things have originated, or any person responsible for the existence, origin or continuance of any of such things, shall correct, remove or abate such thing without delay.

(b) Abatement may include, but shall not be limited to, repair, removal, cleaning, extermination, cutting, mowing, grading, draining, securing, repairing a building or structure, boarding unoccupied buildings, barricading or fencing, removing dangerous portions of buildings or structures, and demolition of dangerous structures or abandoned buildings.

(Code 1970, § 24-5; Ord. No. 3052, § 1, 9-3-2013)

Sec. 24-6. - Abatement by city after notice; procedure; payment of costs.

(a) In case of the failure of any person to correct, remove or abate a nuisance upon written notice issued by the city, city administrator or designee served in the manner of an original notice, or by certified mail to the last known address of the owner, agent, lessee, occupant or other person in charge of the building or premises where the nuisance exists, and designating the time allowed for such removal,

correction or abatement, the time thus allowed depending on the urgency of the case, then and at once upon such failure, the city administrator or designee shall cause the nuisance to be summarily removed, corrected or abated, and the city administrator or designee, chief of police and such other officers as may be directed shall have the power at all times during the daytime to enter into and upon the premises and make thorough examination thereof for the purpose of ascertaining its sanitary conditions or the existence of nuisances therein, and to do whatever may be necessary to remove, correct or abate such nuisances.

(b) Whenever the owner, occupant or agent of any premises upon which any nuisance is found is unknown or cannot be found, then the nuisance may be abated without notice.

(c) Notification to cut weeds shall be served on property owners by publication in a daily newspaper of general circulation in the city notifying such property owners that unless such weeds, grass, vines, and brush growing on lots and parcels of ground within the corporate limits of the city that are 12 inches or more in height are cut, the city will cause the same to be cut and assess the cost to the owner of the lot or parcel of ground in the same manner as property taxes as set forth in state code.

(d) Emergency abatement procedure. When the city administrator or designee determines that a nuisance exists on a property and constitutes an imminent and compelling danger to health, safety or welfare of persons or property, the city administrator or designee is authorized to abate or have abated the nuisance without prior notice. The cost of any such emergency procedure may be assessed against the property for collection in the same manner as property taxes as set forth in state code.

(e) Costs of abatement. Abatement costs shall include, but shall not be limited to, the cost of removing or eliminating the nuisance, the cost of investigation, such as title searches, inspection and testing, the costs of notification, filing costs and other related administrative costs and any other costs or expenses incurred by the city in the abatement of the nuisance.

(f) Weed assessment costs. The city council shall assess the costs and expenses of the cutting of said weeds, including an administrative charge for handling the complaints, costs of publication of notice and other costs involved in preparation of the plat or schedule thereof against the lots and parcels of land and the owners thereof so far as known, by resolution as a special assessment against the property. The city clerk shall certify the assessment to the county treasurer, to be collected as any other special assessment.

(Code 1970, § 24-6; Ord. No. 3052, § 1, 9-3-2013)

Sec. 24-7. - Resisting, obstructing or interfering with city officer.

Any person who resists, obstructs, or otherwise interferes with any city officer who has been designated by the city council, city administrator or designee to enter upon and inspect any premises, or to correct or abate any nuisance on such premises, shall be guilty of a municipal infraction and shall be punished as provided in chapter 1, article III.

(Code 1970, § 24-7; Ord. No. 3052, § 1, 9-3-2013)

Chapter 24½ - NUISANCES RESULTING FROM ABANDONED OR JUNK VEHICLES OR MACHINERY

Sec. 24½-1. - Purpose.

The purpose of this chapter is to protect the health, property, and the safety and welfare of the citizens of this city by providing for the elimination of the open storage of junk motor vehicles and machinery except in places authorized.

(Code 1970, § 24½-1; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-2. - Junk motor vehicles declared a nuisance.

(a) Except as hereinafter provided, it is hereby declared that the unlawful storage of a junk motor vehicle upon either public or private property within the corporate city limits is injurious to health, offensive to the senses, is an obstruction to the free use of property so as to essentially interfere with the comfortable enjoyment of life or property and is declared to be a nuisance. If any junk motor vehicle is unlawfully stored upon private property in violation hereof, the property owner shall be liable for said violation.

(b) The following words, terms and phrases, when used in this chapter shall have the meaning ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Abandoned vehicle is defined as set out in Section 321.89 of the Code of Iowa, as it may be amended, and the procedures regarding processing abandoned vehicles established by the state will be followed.

Driveway means an established hard surface or crushed rock portion of a residential lot leading from the public street to an existing garage or to the side of the dwelling if there is no garage and does not include any area of grassed yard.

Enclosed building means any structure built for the enclosure of property, containing a roof and completely enclosed by walls and/or doors.

Inoperable condition means any vehicle that is not capable of moving under its own power, both forward and backwards.

Junk motor vehicle means any motor vehicle stored within the corporate limits of the city and which has any one of the following characteristics:

(1) Any vehicle which is unlicensed for the current year.

(2) Any vehicle which lacks an operable engine, or two or more wheels or other parts which render said motor vehicle inoperable and unable to move under its own power.

(3) Any vehicle which, because of its defective or obsolete condition, constitutes a threat to the public

safety.

Operable vehicle means the ability to demonstrate that the vehicle is capable of moving forward and backward under its own power.

Private property means any real property within the city which is privately owned and which is not public property as defined in this section.

Property owner means the owner or owners of property, as shown by the transfer books in the office of the county auditor of the county in which the property is located, and or the lawful possessor of the real property upon which a junk motor vehicle is located.

Vehicle means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and shall include without limitation a motor vehicle, automobile, truck, trailer, motorcycle, tractor, buggy, wagon, farm machinery or any combination thereof.

(Code 1970, § 24½-8; Ord. No. 2835, § 1, 11-7-1995; Ord. No. 3149, § 1, 10-16-2018)

Sec. 24½-3. - Location of junk motor vehicles on private property; attachment of abatement notice.

The city administrator may authorize any employee of the city to investigate, locate and identify junk motor vehicles on private property. Such authorized employee shall have full authority to attach the abatement notice prescribed by section 24½-4 to such junk motor vehicles and shall promptly thereafter make a full report with respect thereto to the building and code enforcement department.

(Code 1970, § 24½-9; Ord. No. 2835, § 1, 11-7-1995; Ord. No. 3177, § 7, 11-3-2020)

Sec. 24½-4. - Notice of violation.

(a) Upon discovery of any junk motor vehicle stored upon private property within the corporate limits of the city, the city administrator or his designee shall notify the property owner, by employing one or more of the following means:

(1) By delivering a copy of the notice to the individual personally; or by serving, at the individual's dwelling house or usual place of abode, any person residing therein who is at least 18 years old.

(2) By sending a copy of the notice by certified mail, return receipt requested.

(3) By attaching notice securely to the junk motor vehicle.

(4) By giving notice via one publication in one newspaper of general circulation in the area where the junk motor vehicle is located. Such publication shall be sufficient to meet the requirements of this section. The published notice may contain multiple listings of junk motor vehicles but shall be published within the same time requirements and shall contain the same information as prescribed for mailing notice in this section. Published notice may be used if:

a. The identity of the last registered owner cannot be determined; or

b. The registration contains no address for the owner.

(b) The published notice shall contain the following information:

(1) That the junk motor vehicle constitutes a nuisance under the provisions of this chapter.

(2) A description, to the extent practical, of the year, make, model, color and location of the junk motor vehicle.

(3) That the owner of the junk motor vehicle and/or property owner must remove the junk motor vehicle or correct the violation in accordance with this chapter.

(4) That failure to comply with the provisions of this chapter within ten days from the date of mailing of notice, the property owner shall be liable for the violation.

(5) That the junk motor vehicle may be removed by the city and impounded at the property owner's expense.

(6) That if the junk motor vehicle is not redeemed within 21 days after impoundment, and no hearing is requested pursuant to the provisions of section 24½-11, the owner of the junk motor vehicle, the property owner and the lienholders shall no longer have any right, title, claim or interest in or to the junk motor vehicle.

(7) That the persons to whom the notices are directed may request a hearing pursuant to the provisions of section 24½-11.

(Code 1970, § 24½-10; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-5. - Abatement.

If the violation described in the notice has not been remedied within the period for compliance stated in the notice, or, in the event that a notice requesting a hearing is timely filed, a hearing is had and the existence of a nuisance is affirmed by the city council. The city administrator or his designee is authorized to remove and impound, or have removed and impounded by a commercial towing service, the junk motor vehicle; however, the city shall not take possession of such junk motor vehicle until 48 hours after each appellant is notified of the hearing determination.

(Code 1970, § 24½-11; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-6. - Interference with removal of junk motor vehicle prohibited.

No person shall interfere with, hinder or refuse to allow the city administrator or his designee to enter upon private property for the purpose of removing a junk motor vehicle under the provisions of this chapter.

(Code 1970, § 24½-12; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-7. - Emergency removal of junk motor vehicles.

In a situation of clear and compelling emergency, the city administrator or his designee is authorized to remove and tow away, or have removed and towed away by a commercial towing service, any vehicle declared a nuisance under this chapter without prior notice and/or opportunity for hearing.

(Code 1970, § 24½-13; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-8. - Redemption of impounded vehicle; fees.

(a) Within 21 days after the impoundment of any junk motor vehicle under this chapter, the owner thereof may appear and claim the same on payment of an impoundment fee, plus towing and storage charges. Upon payment of said fees and proof of ownership, said junk motor vehicle shall be released. If, at the end of 21 days no owner claims the junk motor vehicle, the owner of the junk motor vehicle shall no longer have any right, title, claim or interest in or to the junk motor vehicle. During said period of impoundment, the impoundment facility upon which the junk motor vehicle is being stored shall be responsible for the vehicle.

(b) If the junk motor vehicle has not been reclaimed within a period of 21 days, it shall be deemed an abandoned vehicle.

(Code 1970, § 24½-14; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-9. - Duty of property owner to remove or repair.

The property owner who violates the provisions of this chapter shall, within ten days after receipt of the notice of violation, remove the junk motor vehicle to one of the areas provided in section 24½-10, exceptions, or repair the defects which caused such vehicle to violate the provisions of this chapter. If a hearing is requested under section 24½-11, the duty of the property owner to remove or repair the junk motor vehicle shall be suspended pending the decision.

(Code 1970, § 24½-15; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-10. - Exceptions.

The following exceptions shall apply to this chapter:

(1) The terms and provisions of this chapter shall not apply to any person, firm, associations, partnership or corporation or any agent thereof that is duly licensed by the city as a salvage yard operator in full compliance with all of the ordinances of the city and the laws of the state.

(2) The terms and provisions of this chapter shall not apply to any junk motor vehicle that is stored within an enclosed building as defined in this chapter.

(3) A junk motor vehicle under active repair may be parked upon the driveway of a residentially zoned property not having a garage, provided the property owner has notified the building and code enforcement department in writing of the owner's intent to actively repair the junk motor vehicle

and the repairs are completed within 30 days of the notification.

(Code 1970, § 24½-16; Ord. No. 2835, § 1, 11-7-1995; Ord. No. 3177, § 7, 11-3-2020)

Sec. 24½-11. - Hearing.

(a) Any person ordered to abate a nuisance may request a hearing before the city council to determine whether a nuisance or prohibited condition exists.

(b) A request for a hearing shall be made in writing and filed with the city clerk within the ten-day limit or:

(1) The right to a hearing shall be considered waived; and,

(2) It will be conclusively presumed that the nuisance or prohibited condition exists and it must be abated as ordered.

(c) The city administrator shall, within 15 days after the filing of the request for hearing, fix the time and place of hearing, which shall be within 30 days of the filing of the request.

(d) At the conclusion of the hearing, the city council will render a written decision as to whether a nuisance exists. If a nuisance is found to exist, it shall be ordered abated within a reasonable time.

(e) This decision shall be final.

(Code 1970, § 24½-17; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-12. - Prima facie presumption.

In any proceeding charging a violation of this chapter, proof that the particular vehicle described in the information was stored in violation of this chapter, together with proof that the defendant named in the information was the property owner on which said junk motor vehicle was unlawfully stored at the time of the alleged violation, shall constitute a prima facie presumption that the property owner was the person violating this chapter or allowing the violation to occur.

(Code 1970, § 24½-18; Ord. No. 2835, § 1, 11-7-1995)

Sec. 24½-13. - Penalty.

(a) Any person violating this chapter or any provision thereof, or who fails to comply with any order of the city administrator or his designee or who interferes with or obstructs the city administrator or his designee in his investigation shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed that amount allowed by chapter 1, article III. Each day that a violation occurs constitutes a separate offense.

(b) Violation of the provisions of this chapter may also be considered a municipal infraction as provided by the state code. If a municipal infraction citation is served, the procedures for enforcement of that civil offense shall be governed by the state code.

(Code 1970, § 24½-19; Ord. No. 2835, § 1, 11-7-1995; Ord. No. 2925, § 13, 5-6-2003)

Item No. F.-1.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: June 7, 2022

John Lloyd WPCF Superintendent
Prepared By

Public Works - WPCF
Department

Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Replacement of Threaded Rod on a 36" slide gate at Gateway Lift Station

****

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

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

RECOMMENDATION:

Approve the replacement of One (1) 304 stainless steel, 1-1/2" OD stem, 264-11/16" total length, with bolted coupling and hardware with a cost of $5,390.

DISCUSSION: This is to replace a threaded rod that bent during gate exercising. A log was submerged blocking the gate channel that could not be seen. When the gate was lowered it pushed on the log and there was no indication there was a problem until it was noticed the threaded shaft connected to the gate was bent. The gate was opened, the log cleared, and the gate opened as much as it can. This part is required for proper operation of the levee gate.

WPCF budgeted $190,000 in 610-8-815-6399 and will be taken out of the line item.
With and expense of $5390.00 there would be a balance of $121,111.74.

Source of Funds: Sewer Fund Budgeted Item: YES Budget Amendment Needed: NO

RW GATE COMPANY

RW GATE COMPANY
79 102nd Street – Suite 100
TROY, NEW YORK 12180
OFFICE: 518-874-4750
FAX: 518-274-0210
WEBSITE: www.rwgate.com

QUOTATION

May 6, 2022

To: Mr. Frank Stanton @ City of Ottumwa

Quotation #QT01022830

Project: Ottumwa, IA – Flood Mitigation Project
Replacement Stem

Dear Mr. Stanton:

Following is our quotation for the **one (1) Replacement Stem** on the referenced project. Our offering is as follows:

Item No. 01 –
Qty. - Size: One (1) replacement stem for a 36" x 36" stainless steel gate
Dwg No.: RW Gate Dwg No. 14008-020
Description: One (1) 304 stainless steel, 1-1/2" OD stem, 264-11/16" total length, with bolted coupling and hardware.

NOTE: Pricing includes freight to Ottumwa, IA.

TOTAL SELLING PRICE: $ 5,390.00

GENERAL: Our quotation is based on the information provided plans and specifications and the description listed herein. Please review the quotation and advise our local representative, **Jim Streeter of Engineered Equipment Solutions at 515-450-4198,** if there are any discrepancies between the details on this quotation and the actual requirements. The pricing and deliveries listed in the body of the quotation will be held for 45 days from the date on Page 1.

RW Gate is ISO 9001:2015 certified. RW Gate complies with AIS and Buy American requirements.

INCLUDED: Submittal drawing and installation instructions. Information will be sent electronically unless otherwise indicated by the customer.

EXCLUDED: The following items are specifically excluded; demolition, installation, field measurements, additional spare part, epoxy for anchors and all taxes including local and state sales tax.

PAYMENT: Net 30 days. Please contact RW Gate prior to payment via credit card. An additional charge of 4% will be necessary when paying by credit card.

FREIGHT: Full freight to project site or closest access via LTL truck is included. Unloading will be the responsibility of others.

STANDARD DELIVERY: Submittal drawings (drawing) will ship within 2-3 weeks of receipt of a purchase order. The stem will ship 6-10 weeks after receipt of approved submittal drawings. Please contact our local representative for expedited or extended delivery dates.

FIELD SERVICE: Field service is not included. If field service is required, please contact our local representative for revised pricing. Please provide a 3-week notice for field service.

Best Regards,

Evan Whipps

Evan Whipps
RW Gate Company
ewhipps@rwgate.com

www.RWGATE.com

Item No. G.-1.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 124-2022 - Approving and Authorizing the Conveyance of Certain Real Property Locally Known as Legion Field to Ottumwa Community School District

****

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

RECOMMENDATION: Pass and adopt Resolution 124-2022

DISCUSSION: Earlier this year the city was advised that the American Legion would not be able to continue with the ongoing maintenance of Memorial Legion Field. This field has been shared for Legion ball and the Ottumwa High School. The Ottumwa School District has offered to take on the operations and maintenance of the field. In addition to the maintenance agreement and in consideration of future improvements a transfer of property would be in order. The City Attorney has drafted an agreement, which has been approved by the District. Additionally, the District has voted to maintain the name of the field at a recent meeting.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA
June 7, 2022
5:30 p.m.

- Public hearing on the proposal to convey certain real property, being a portion of the property locally known as Legion Field to Ottumwa Community School District

- Resolution approving and authorizing the conveyance of certain real property, being a portion of the property locally known as Legion Field to Ottumwa Community School District

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.

June 7, 2022

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

Cara Galloway, Doug McAntire, Russ Hull, Sandra Pope, Marc Roe

Absent: None

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 Galloway then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCALLY KNOWN AS LEGION FIELD TO OTTUMWA COMMUNITY SCHOOL DISTRICT", 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 Pope seconded the motion. The roll was called, and the vote was:

AYES: Galloway, McAntire, Hull, Pope, Roe

_____

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 124-2022

RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCALLY KNOWN AS LEGION FIELD TO OTTUMWA COMMUNITY SCHOOL DISTRICT

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Ottumwa Community School District (the "Buyer") in the form of a proposed Real Estate Purchase Agreement (the "Agreement"), which Agreement proposes that the City convey certain of its land to the Buyer; and

WHEREAS, the real property proposed to be sold and conveyed to the Buyer under the Agreement is locally known as Legion Field and is legally described as follows:

A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.67 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11 minutes 53 seconds West a distance of 202.06 feet; thence North 60 degrees 03 minutes 44 seconds West a distance of 19.93 feet; thence North 00 degrees 31 minutes 23 seconds West a distance of 55.70 feet; thence North 21 degrees 16 minutes 40 seconds East a distance of 46.43 feet; thence South 60 degrees 15 minutes 45 seconds East a distance of 19.67 feet; thence North 29 degrees 51 minutes 29 seconds East a distance of 42.62 feet; thence North 79 degrees 49 minutes 21 seconds East a distance of 21.95 feet; thence Northeasterly along a non-tangent curve, concave southeasterly, a distance of 144.85 feet, said curve having a radius of 274.60 feet, a central angle of 30 degrees 13 minutes 20 seconds Right, a chord bearing of North 70 degrees 25 minutes 51 seconds East, and a chord length of 143.17 feet; thence North 00 degrees 28 minutes 21 seconds West a distance of 10. 72 feet; thence North 89 degrees 31 minutes 39 seconds East a distance of 45.41 feet; thence South 00 degrees 28 minutes 21 seconds East a distance of 11 .32 feet; thence Southeasterly along a non-tangent curve, concave southwesterly, a distance of 508.64 feet, said curve having a radius of 274.60 feet, a central angle of 106 degrees 07 minutes 35 seconds Right, a chord bearing of South 31 degrees 54 minutes 34 seconds East, and a chord length of 438.98 feet; thence South 07 degrees 36 minutes 19 seconds East a distance of 23.70 feet; thence South 44 degrees 28 minutes 49 seconds West a distance of 72.11 feet; thence South 75 degrees 25 minutes 05 seconds West a distance of 243.88 feet; thence South 48 degrees 33 minutes 29 seconds West a distance of 75.85 feet; thence North 52 degrees 24 minutes 58 seconds West a distance of 153.27 feet; thence North 48 degrees 40 minutes 28 seconds West a distance of

59.71 feet to the Point of Beginning, containing 4.98 acres, more or less.

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 Ottumwa Community School District for $1.00 and other good and valuable consideration. Conveyance by the City shall be by deed without warranty.

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

PASSED AND APPROVED this June 7, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christa Rowland
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective 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 7th day of June, 2022.

Christine Reinhard
City Clerk, City of Ottumwa, State of Iowa

02053814-1\10981-1019

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 of the Proposal to Convey Real Property City of Ottumwa hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 5/19/22

Subscribed and sworn to before me, and in my presence, by the said 19th day of May, 2022

TRACI COUNTERMAN
Commission Number 786024
My Commission Expires
September 29, 2023

Traci Counterman

Notary Public

In and for Wapello County

Printer's fee $63.80

COPY OF ADVERTISMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY TO OTTUMWA COMMUNITY SCHOOL DISTRICT, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on June 7, 2022, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Ottumwa Community School District (the "Buyer") for $1.00 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is locally known as Legion Field and is legally described as follows: A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.67 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11 minutes 53 seconds West a distance of 202.06 feet; thence North 60 degrees 03 minutes 44 seconds West a distance of 19.93 feet; thence North 00 degrees 31 minutes 23 seconds West a distance of 55.70 feet; thence North 21 degrees 16 minutes 40 seconds East a distance of 46.43 feet; thence South 60 degrees 15 minutes 45 seconds East a distance of 19.67 feet; thence North 29 degrees 51 minutes 29 seconds East a distance of 42.62 feet; thence North 79 degrees 49 minutes 21 seconds East a distance of 21.95 feet; thence Northeasterly along a non-tangent curve, concave southeasterly, a distance of 144.85 feet, said curve having a radius of 274.60 feet, a central angle of 30 degrees 13 minutes 20 seconds Right, a chord bearing of North 70 degrees 25 minutes 51 seconds East, and a chord length of 143.17 feet; thence North 00 degrees 28 minutes 21 seconds West a distance of 10.72 feet; thence North 89 degrees 31 minutes 39 seconds East a distance of 45.41 feet; thence South 00 degrees 28 minutes 21 seconds East a distance of 11 .32 feet; thence Southeasterly along a non-tangent curve, concave southwesterly, a distance of 508.64 feet, said curve having a radius of 274.60 feet, a central angle of 106 degrees 07 minutes 35 seconds Right, a chord bearing of South 31 degrees 54 minutes 34 seconds East, and a chord length of 438.98 feet; thence South 07 degrees 36 minutes 19 seconds East a distance of 23.70 feet; thence South 44 degrees 28 minutes 49 seconds West a distance of 72.11 feet; thence South 75 degrees 25 minutes 05 seconds West a dis-

and being more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.67 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11 minutes 53 seconds West a distance of 202.06 feet; thence North 60 degrees 03 minutes 44 seconds West a distance of 19.93 feet; thence North 00 degrees 31 minutes 23 seconds West a distance of 55.70 feet; thence North 21 degrees 16 minutes 40 seconds East a distance of 46.43 feet; thence South 60 degrees 15 minutes 45 seconds East a distance of 19.67 feet; thence North 29 degrees 51 minutes 29 seconds East a distance of 42.62 feet; thence North 79 degrees 49 minutes 21 seconds East a distance of 21.95 feet; thence Northeasterly along a non-tangent curve, concave southeasterly, a distance of 144.85 feet, said curve having a radius of 274.60 feet, a central angle of 30 degrees 13 minutes 20 seconds Right, a chord bearing of North 70 degrees 25 minutes 51 seconds East, and a chord length of 143.17 feet; thence North 00 degrees 28 minutes 21 seconds West a distance of 10.72 feet; thence North 89 degrees 31 minutes 39 seconds East a distance of 45.41 feet; thence South 00 degrees 28 minutes 21 seconds East a distance of 11 .32 feet; thence Southeasterly along a non-tangent curve, concave southwesterly, a distance of 508.64 feet, said curve having a radius of 274.60 feet, a central angle of 106 degrees 07 minutes 35 seconds Right, a chord bearing of South 31 degrees 54 minutes 34 seconds East, and a chord length of 438.98 feet; thence South 07 degrees 36 minutes 19 seconds East a distance of 23.70 feet; thence South 44 degrees 28 minutes 49 seconds West a distance of 72.11 feet; thence South 75 degrees 25 minutes 05 seconds West a distance of 243.88 feet; thence South 48 degrees 33 minutes 29 seconds West a distance of 75.85 feet; thence North 52 degrees 24 minutes 58 seconds West a distance of 153.27 feet; thence North 48 degrees 40 minutes 28 seconds West a distance of 59.71 feet to the Point of Beginning, containing 4.98 acres, more or less. A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa. Dated this 17th day of May 2022. Christina Reinhard City Clerk, City of Ottumwa in the State of Iowa (End of Notice)

Type of Document:	**AFFIDAVIT RE DISPOSITION OF REAL PROPERTY (Pursuant to Iowa Code Section 364.7) (With Resolution Authorizing Conveyance Attached)**
Return Document to:	**Chris Reinhard** **City of Ottumwa** **105 E. Third Street** **Ottumwa, Iowa 52501**
Preparer Information:	**Jenna H.B. Sabroske** **Ahlers & Cooney, P.C.** **100 Court Ave., Ste. #600** **Des Moines, IA 50309** **(515) 243-7611**
Taxpayer Information:	**N/A**
GRANTORS:	City of Ottumwa, Iowa
GRANTEES:	Ottumwa Community School District
LEGAL DESCRIPTION:	See Page 2.

AFFIDAVIT

RE: A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.67 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11 minutes 53 seconds West a distance of 202.06 feet; thence North 60 degrees 03 minutes 44 seconds West a distance of 19.93 feet; thence North 00 degrees 31 minutes 23 seconds West a distance of 55.70 feet; thence North 21 degrees 16 minutes 40 seconds East a distance of 46.43 feet; thence South 60 degrees 15 minutes 45 seconds East a distance of 19.67 feet; thence North 29 degrees 51 minutes 29 seconds East a distance of 42.62 feet; thence North 79 degrees 49 minutes 21 seconds East a distance of 21.95 feet; thence Northeasterly along a non-tangent curve, concave southeasterly, a distance of 144.85 feet, said curve having a radius of 274.60 feet, a central angle of 30 degrees 13 minutes 20 seconds Right, a chord bearing of North 70 degrees 25 minutes 51 seconds East, and a chord length of 143.17 feet; thence North 00 degrees 28 minutes 21 seconds West a distance of 10. 72 feet; thence North 89 degrees 31 minutes 39 seconds East a distance of 45.41 feet; thence South 00 degrees 28 minutes 21 seconds East a distance of 11 .32 feet; thence Southeasterly along a non-tangent curve, concave southwesterly, a distance of 508.64 feet, said curve having a radius of 274.60 feet, a central angle of 106 degrees 07 minutes 35 seconds Right, a chord bearing of South 31 degrees 54 minutes 34 seconds East, and a chord length of 438.98 feet; thence South 07 degrees 36 minutes 19 seconds East a distance of 23.70 feet; thence South 44 degrees 28 minutes 49 seconds West a distance of 72.11 feet; thence South 75 degrees 25 minutes 05 seconds West a distance of 243.88 feet; thence South 48 degrees 33 minutes 29 seconds West a distance of 75.85 feet; thence North 52 degrees 24 minutes 58 seconds West a distance of 153.27 feet; thence North 48 degrees 40 minutes 28 seconds West a distance of 59.71 feet to the Point of Beginning, containing 4.98 acres, more or less.

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, Christina Reinhard, am the City Clerk of the City of Ottumwa (the "City") in the County of Wapello, State of Iowa, and am authorized to make this Affidavit.

This Affidavit is furnished to show compliance by the City with Iowa Code Section 364.7 relative to the conveyance of an interest in the property described herein (the "Property") to Ottumwa Community School District.

I certify that attached are true and complete copies of:

1. Proof of Publication of Notice of Public Hearing published as required by Iowa Code Section 362.3.

2. Resolution approving conveyance of the interest in the Property.

WITNESS my hand hereto on June 7, 2022.

Christine Reinhard
City Clerk, City of Ottumwa, State of Iowa

Subscribed and sworn to before me, a notary public in and for the State of Iowa, on June 7, 2022.

Katy King
Notary Public in and for the State of Iowa

02053815-1\10981-1019

KATY KING
Commission Number 801361
My Commission Expires
January 25, 2023

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into by and between the CITY OF OTTUMWA, IOWA, a municipality (the "City"), acting under the authorization of Iowa Code Chapters 15A and 364, and OTTUMWA COMMUNITY SCHOOL DISTRICT, an Iowa school corporation (the "District").

WITNESSETH:

WHEREAS, the City is the owner of the baseball field property locally known as Legion Field; and

WHEREAS, for numerous years, the City has leased Legion Field to the District for use in connection with the District's athletic programs, and the City has also leased Legion Field to the local American Legion (IA Post 0003) (the "Legion") for a baseball program; and

WHEREAS, the District has proposed to purchase Legion Field from the City, to maintain and improve the property, and to facilitate the continued use of Legion Field by the District and by the Legion (with respect to the Legion, to the extent the Legion continues to lease Legion Field for its baseball program); and

WHEREAS, the City believes that the sale and development of Legion Field pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes of the applicable State and local laws.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. **PROPERTY.** The City hereby agrees to sell to the District, for $1.00 (the "Purchase Price") and in consideration of District's other obligations under this Agreement, and District agrees to buy from the City, the real property locally known as Legion Field and legally described as follows:

Auditor's Parcel "A" shown on the Plat of Survey attached hereto as Exhibit A, more particularly described as follows:

A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.67 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11

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[legal description to be confirmed by abstract]

subject to any (i) zoning restrictions, (ii) appurtenant servient estates, and (iii) easements and restrictive covenants currently of record (the "Property").

2. PURCHASE PRICE. The Purchase Price shall be paid in cash at the time of closing with proper adjustments as may be provided in this Agreement.

3. CLOSING AND POSSESSION. Closing shall occur on a date mutually agreed to between the parties on or before June 30, 2022 (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to District on the Closing Date. This transaction shall be considered closed upon (i) the filing of all title transfer documents, and (ii) City's receipt of all funds due from District under this Agreement ("Closing").

4. REAL ESTATE TAXES. The Property is currently tax-exemption while owned by the City; accordingly, no proration of taxes at Closing is anticipated. Notwithstanding the foregoing, City shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Property, including any unpaid real estate taxes for any prior years, and any special assessments which are a lien on the Property as of the Closing Date. City shall also pay the prorated share of real estate taxes, if any, for the fiscal year in which Possession is given (due and payable in the subsequent fiscal year), prorated based upon the Closing Date. District shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public record. District shall pay all

subsequent real estate taxes and special assessments, if any.

5. RISK OF LOSS AND INSURANCE. City shall bear the risk of loss or damage to the Property prior to Closing. City agrees to maintain existing insurance on the Property, if any, and District may purchase additional insurance. In the event of substantial damage or destruction to the Property prior to Closing, this Agreement shall be null and void; provided, however, District shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

7. CONDITION OF PROPERTY.

a. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the City in its present condition until possession, ordinary wear and tear excepted.

b. Within thirty (30) calendar days after the acceptance of this Agreement, District may, at its sole expense, have the property inspected by a person or persons of District's choice to determine if there are any deficiencies.

   i. District shall promptly notify the City in writing of any deficiencies, and the City shall promptly notify District of what steps, if any, the City will take to correct any deficiencies before Closing.

   ii. District shall then promptly notify the City, in writing, either that:

      1. such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or

      2. such steps are not acceptable, in which case this Agreement shall be null and void.

c. The District agrees to take the Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Property. The City and District acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Property for District's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Property. Notwithstanding anything herein to the contrary, District hereby waives all claims against the City as to the condition of the Property.

8. ABSTRACT AND TITLE. City, at City's expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to District's attorney for examination. The abstract shall show marketable title in City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. City shall make every reasonable effort to promptly perfect title. If Closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) calendar days written notice to the other party. The abstract shall become the property of District at Closing. City shall pay the costs of any additional abstracting and title work due to any act or omission of City.

9. SURVEY. If a survey or property subdivision is required prior to conveyance of the Property under Iowa Code Chapter 354, or city or county ordinances, City shall pay the costs thereof. District may, at District's expense prior to closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS. City represents and warrants, to the best of City's knowledge and belief, that:

i. There are no abandoned wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks located on the Property.

ii. The Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances.

iii. The Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks.

iv. City represents and warrants to District that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

v. The properly executed Groundwater Hazard Statement provided by City at Closing (to the extent required by law to be provided) shall constitute a representation and warranty that the Property contains no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste, or underground storage tanks.

11. DEED; DEED RESTRICTIONS. Upon payment of the Purchase Price, City shall convey the Property to District by Deed Without Warranty, which deed shall include the following provisions:

a. A use restriction that the District shall not discontinue use of the Property for recreational and athletic purposes;

b. A conditional reversionary right providing that, if: (A) District discontinues use of the Property for recreational and athletic purposes or (B) an Event of Default caused by the District occurs, then the City shall automatically be entitled to reacquire title to the Property; and

c. A right of first refusal providing that, if District should desire to sell the Property at any time in the future (for use as a recreational and athletic facility or any other use), that the District must first provide the City with opportunity to purchase the Property from the District for $1.00, by the District providing written notice to the City of the District's intention to sell the Property waiting for a period of thirty (30) days following such written notice to accept any offers for sale of the Property (other than an offer from the City meeting the terms of this right of first refusal).

If the City should desire to exercise the conditional reversionary right or right of first refusal, then the City shall provide written noticed of such intention to the District. Upon receipt of such written notice, the District shall take all reasonable steps to ensure the City acquires marketable title to the Property through its exercise of its rights under this Section 11 within sixty (60) days of the City's written notice, including without limitation, the execution of appropriate deeds and other documents.

12. LEASE AGREEMENTS AND USE OF PROPERTY BY LEGION.

a. City represents and warrants to District that there are no current lease or occupancy agreements concerning the Property, except as disclosed to District in writing at least thirty (30) calendar days prior to the Closing Date.

b. At Closing, City shall assign and District shall assume any lease or occupancy agreements concerning the Property acceptable to District, in its sole and absolute discretion. Any lease or occupancy agreements not approved by District shall be terminated by City prior to Closing.

c. After Closing, District shall use reasonable efforts to negotiate and enter into lease agreements with the Legion for the Legion's use of the Property in connection with the Legion's baseball program, for so long as the Legion maintains its baseball program.

13. MAINTENANCE OF AND IMPROVEMENTS TO PROPERTY. In consideration for the conveyance of the Property to the District, after Closing, the District agrees to maintain the Property in good repair and working order, ordinary wear and tear excepted, and from time to time make all necessary repairs, replacements, renewals, and additions. Furthermore, the District agrees to cause appropriate improvements to the Property to maintain Legion Field as a usable facility for recreational and athletic purposes.

14. EVENTS OF DEFAULT. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, failure by City or District to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

15. REMEDIES OF THE PARTIES. Whenever any Event of Default occurs and is continuing, the parties may take any one or more of the following actions after giving thirty (30) days' written notice to the other party of the Event of Default:

a. Prior to Closing, if District fails to timely perform this Agreement, then City may forfeit it as provided in the Iowa Code (Chapter 656).

b. Prior to Closing, if City fails to timely perform this Agreement, then District has the right to terminate this Agreement.

c. After Closing, the City may exercise its reversionary right on the Property.

d. City and District are also entitled to utilize any and all other remedies or actions at law or in equity available to them, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the other party under this Agreement.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

17. GENERAL PROVISIONS.

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

b. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

c. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing.

d. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by City and District, as authorized by action of their respective governing bodies.

e. Paragraph headings are for convenience of reference and shall not limit or affect

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

18. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive Closing.

19. CERTIFICATION. City and District 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.

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

21. ACCEPTANCE. The Parties acknowledge and agree that the obligations under this Agreement are contingent upon and subject to approval of this Agreement by: (i) the City Council of the City of Ottumwa, Iowa and (ii) the Board of Directors of Ottumwa Community School District. In the event either party does not obtain approval from its governing body by June 15, 2022, then either party may rescind and/or terminate this Agreement by giving written notice to the other, and this Agreement shall thereafter be rescinded and deemed null and void.

[Remainder of page intentionally left blank; Signature page follows]

SELLER: CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Richard Johnson, Mayor

Date: 6/7/2022

By: Christina Reinhard
Christina Reinhard, City Clerk

Date: 6/7/2022

105 E. Third Street
Ottumwa, IA 52501

BUYER: OTTUMWA COMMUNITY SCHOOL DISTRICT

By: Morgan Brown
Morgan Brown, Board President

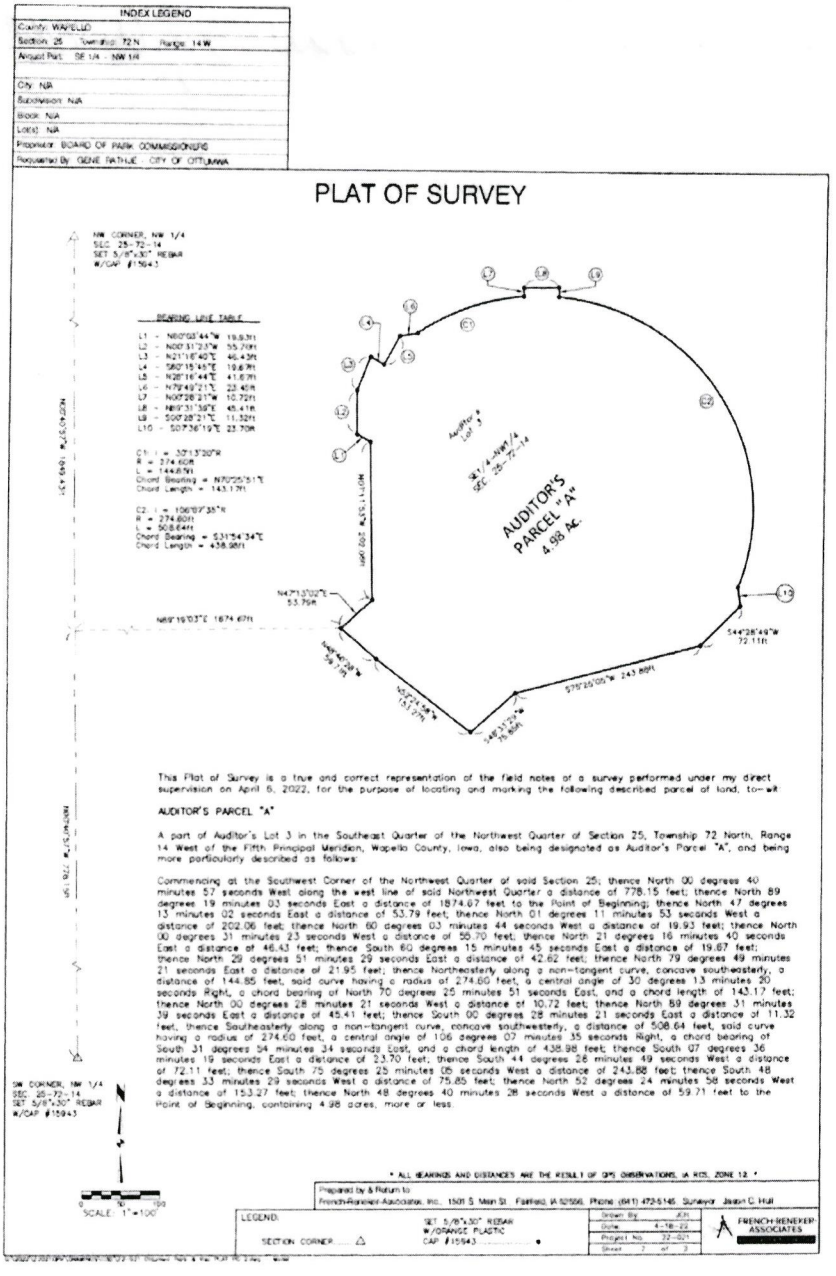
Date: 5/9/22

By:
John Berg, Board Secretary

Date: 5-9-22

1112 N. Van Buren
Ottumwa, IA 52501

EXHIBIT A
Plat of Survey Identifying Property



INDEX LEGEND

County: WAPELLO

Section: 25 Township: 72 N. Range: 14 W

Aliquot Part: SE 1/4 - NW 1/4

City: N/A

Subdivision: N/A

Block: N/A

Lot(s): N/A

Proprietor: BOARD OF PARK COMMISSIONERS

Requested By: GENE PATHJE - CITY OF OTTUMWA

PLAT OF SURVEY

NW CORNER, NW 1/4 SEC. 25-72-14 SET 5/8"x30" REBAR W/CAP #15943

BEARING LINE TABLE

L1 - N60°02'44"W 19.93ft
L2 - N00°31'23"W 55.70ft
L3 - N21°16'40"E 46.43ft
L4 - S80°15'45"E 19.67ft
L5 - N28°16'44"E 41.67ft
L6 - N79°49'21"E 23.40ft
L7 - N00°28'21"W 10.72ft
L8 - N89°31'39"E 45.41ft
L9 - S00°28'21"E 11.32ft
L10 - S07°36'19"E 23.70ft

C1 - L = 321°33'30"R
R = 274.60ft
L = 144.67ft
Chord Bearing = N70°05'51"E
Chord Length = 143.17ft

C2 - L = 106°07'35"R
R = 274.60ft
L = 508.64ft
Chord Bearing = S31°54'34"E
Chord Length = 438.98ft

AUDITOR'S PARCEL "A" 4.98 AC.

Auditor's Lot 3

SE 1/4-NW 1/4 SEC. 25-72-14

N47°13'02"E 53.79ft

N89°19'03"E 1874.07ft

S75°25'05"W 243.88ft

S44°28'49"W 72.11ft

S48°13'27"W 75.85ft

N52°24'58"W 153.27ft

N48°40'28"W 59.71ft

This Plat of Survey is a true and correct representation of the field notes of a survey performed under my direct supervision on April 6, 2022, for the purpose of locating and marking the following described parcel of land, to-wit:

AUDITOR'S PARCEL "A"

A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.07 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11 minutes 53 seconds West a distance of 202.06 feet; thence North 60 degrees 03 minutes 44 seconds West a distance of 19.93 feet; thence North 00 degrees 31 minutes 23 seconds West a distance of 55.70 feet; thence North 21 degrees 16 minutes 40 seconds East a distance of 46.43 feet; thence South 80 degrees 15 minutes 45 seconds East a distance of 19.67 feet; thence North 28 degrees 51 minutes 29 seconds East a distance of 42.62 feet; thence North 79 degrees 49 minutes 21 seconds East a distance of 21.95 feet; thence Northeasterly along a non-tangent curve, concave southeasterly, a distance of 144.85 feet, said curve having a radius of 274.60 feet, a central angle of 30 degrees 13 minutes 20 seconds Right, a chord bearing of North 70 degrees 25 minutes 51 seconds East, and a chord length of 143.17 feet; thence North 00 degrees 28 minutes 21 seconds West a distance of 10.72 feet; thence North 89 degrees 31 minutes 39 seconds East a distance of 45.41 feet; thence South 00 degrees 28 minutes 21 seconds East a distance of 11.32 feet; thence Southeasterly along a non-tangent curve, concave southwesterly, a distance of 508.64 feet, said curve having a radius of 274.60 feet, a central angle of 106 degrees 07 minutes 35 seconds Right, a chord bearing of South 31 degrees 54 minutes 34 seconds East, and a chord length of 438.98 feet; thence South 07 degrees 36 minutes 19 seconds East a distance of 23.70 feet; thence South 44 degrees 28 minutes 49 seconds West a distance of 72.11 feet; thence South 75 degrees 25 minutes 05 seconds West a distance of 243.88 feet; thence South 48 degrees 33 minutes 29 seconds West a distance of 75.85 feet; thence North 52 degrees 24 minutes 58 seconds West a distance of 153.27 feet; thence North 48 degrees 40 minutes 28 seconds West a distance of 59.71 feet to the Point of Beginning, containing 4.98 acres, more or less.

SW CORNER, NW 1/4 SEC. 25-72-14 SET 5/8"x30" REBAR W/CAP #15943

SCALE: 1"=100'

* ALL BEARINGS AND DISTANCES ARE THE RESULT OF GPS OBSERVATIONS IN IOWA ZONE 12 *

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

LEGEND:
SECTION CORNER
SET 5/8"x30" REBAR W/ORANGE PLASTIC CAP #15943

Drawn By: JCH
Date: 4-18-22
Project No.: 22-021
Sheet: 1 of 3

FRENCH-RENEKER ASSOCIATES

02009673-1\10981-1019

Item No. G.-2.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 141-2022 - Approving and Authorizing the Conveyance of Certain Real Property, Being a Portion of the Property Locally Known as Pickwick Park, to Ottumwa Community School District

****

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

RECOMMENDATION: Pass and adopt Resolution 141-2022

DISCUSSION: Earlier this year the city was approached by the Ottumwa School District about the purchase of Pickwick Park to make improvements in the area of the elementary school. The Park Board has reviewed and recommended the transfer of property. The purpose of this request was to improve ingress / egress to the school as well as improve public health and safety of the facility and students. The City Attorney has prepared documentation for this transfer, which has been reviewed and approved by the school board.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA
June 7, 2022
5:30 p.m.

- Public hearing on the proposal to convey certain real property, being a portion of the property locally known as Pickwick Park, to Ottumwa Community School District

- Resolution approving and authorizing the conveyance of certain real property, being a portion of the property locally known as Pickwick Park, to Ottumwa Community School District

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.

June 7, 2022

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

Cara Galloway, Doug McAntire, Russ Hull, Sandra Pope, Marc Roe

Absent: None

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 Hull then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY, BEING A PORTION OF THE PROPERTY LOCALLY KNOWN AS PICKWICK PARK, TO OTTUMWA COMMUNITY SCHOOL DISTRICT", 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 Pope seconded the motion. The roll was called, and the vote was:

AYES: Galloway, McAntire, Hull, Pope, Roe

_____

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 141-2022

RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY, BEING A PORTION OF THE PROPERTY LOCALLY KNOWN AS PICKWICK PARK, TO OTTUMWA COMMUNITY SCHOOL DISTRICT

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Ottumwa Community School District (the "Buyer") in the form of a proposed Real Estate Purchase Agreement (the "Agreement"), which Agreement proposes that the City convey certain of its land to the Buyer; and

WHEREAS, the real property proposed to be sold and conveyed to the Buyer under the Agreement is part of the City park locally known as Pickwick Park and is legally described as follows:

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.

EXCEPT the following described tract:

A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise

described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/14 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record.

WHEREAS, in accordance with City Code Section 2-391, the Parks Advisory Board has considered this sale of park property and has recommended that the City proceed with the sale; 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 Ottumwa Community School District for $1.00 and other good and valuable consideration. Conveyance by the City shall be by deed without warranty.

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

PASSED AND APPROVED this June 7, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christa Rurland
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective 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 7th day of June, 2022.

Christine Rinehard
City Clerk, City of Ottumwa, State of Iowa

02053810-1\10981-1000

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 of the Proposal to Convey Real Property City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 5/19/22

Subscribed and sworn to before me, and in my presence, by the said 19th day of May, 2022

NOTARIAL SEAL IOWA
TRACI COUNTERMAN
Commission Number 786024
My Commission Expires
September 29, 2023

Traci Counterman

Notary Public

In and for Wapello County

Printer's fee $60.74

COPY OF ADVERTISMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY TO OTTUMWA COMMUNITY SCHOOL DISTRICT, AND THE HEARING THEREON PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on June 7, 2022, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Ottumwa Community School District (the "Buyer") for $1.00 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is part of the City park locally known as Pickwick Park and is legally described as follows: Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M. EXCEPT the following described tract: A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/14 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record. A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa. Dated this 17th day of May 2022. Christina Reinhard City Clerk, City of Ottumwa in the State of Iowa

Pickwick Park

Type of Document:	**AFFIDAVIT RE DISPOSITION OF REAL PROPERTY (Pursuant to Iowa Code Section 364.7) (With Resolution Authorizing Conveyance Attached)**
Return Document to:	**Chris Reinhard** **City of Ottumwa** **105 E. Third Street** **Ottumwa, Iowa 52501**
Preparer Information:	**Jenna H.B. Sabroske** **Ahlers & Cooney, P.C.** **100 Court Ave., Ste. #600** **Des Moines, IA 50309** **(515) 243-7611**
Taxpayer Information:	**N/A**
GRANTORS:	City of Ottumwa, Iowa
GRANTEES:	Ottumwa Community School District
LEGAL DESCRIPTION:	See Page 2.

AFFIDAVIT

RE: Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.

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STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, Christina Reinhard, am the City Clerk of the City of Ottumwa (the "City") in the County of Wapello, State of Iowa, and am authorized to make this Affidavit.

This Affidavit is furnished to show compliance by the City with Iowa Code Section 364.7 relative to the conveyance of an interest in the property described herein (the "Property") to Ottumwa Community School District.

I certify that attached are true and complete copies of:

1. Proof of Publication of Notice of Public Hearing published as required by Iowa Code Section 362.3.

2. Resolution approving conveyance of the interest in the Property.

WITNESS my hand hereto on June 7, 2022.

Christine Rueland

City Clerk, City of Ottumwa, State of Iowa

Subscribed and sworn to before me, a notary public in and for the State of Iowa, on June 7, 2022.

Katy King

Notary Public in and for the State of Iowa

KATY KING
Commission Number
My Commission
January 2

02053809-1\10981-1000

KATY KING
Commission Number 801361
My Commission Expires
January 25, 2023

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into by and between the CITY OF OTTUMWA, IOWA, a municipality (the "City") and OTTUMWA COMMUNITY SCHOOL DISTRICT, an Iowa school corporation (the "District").

1. PROPERTY. The City hereby agrees to sell to the District, and District agrees to buy from the City, the real property depicted on the retracement plat of survey attached hereto as Exhibit A and legally described as follows:

> Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.
>
> EXCEPT the following described tract:
>
> A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/14 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record.
> *[legal description to be confirmed by abstract]*

subject to any (i) zoning restrictions, (ii) appurtenant servient estates, and (iii) easements and restrictive covenants currently of record (the "Property").

2. **PURCHASE PRICE**. The District shall pay the City $1.00 as the "Purchase Price" for the Property. The Purchase Price shall be paid in cash at the time of closing with proper adjustments as may be provided in this Agreement.

3. **CLOSING AND POSSESSION**. Closing shall occur on a date mutually agreed to between the parties on or before June 30, 2022 (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to District on the Closing Date. This transaction shall be considered closed upon (i) the filing of all title transfer documents, and (ii) City's receipt of all funds due from District under this Agreement ("Closing").

4. **REAL ESTATE TAXES**. The Property is currently tax-exemption while owned by the City; accordingly, no proration of taxes at Closing is anticipated. Notwithstanding the foregoing, City shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Property, including any unpaid real estate taxes for any prior years, and any special assessments which are a lien on the Property as of the Closing Date. City shall also pay the prorated share of real estate taxes, if any, for the fiscal year in which Possession is given (due and payable in the subsequent fiscal year), prorated based upon the Closing Date. District shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public record. District shall pay all subsequent real estate taxes and special assessments, if any.

5. **RISK OF LOSS AND INSURANCE**. City shall bear the risk of loss or damage to the Property prior to Closing. City agrees to maintain existing insurance on the Property, if any, and District may purchase additional insurance. In the event of substantial damage or destruction to the Property prior to Closing, this Agreement shall be null and void; provided, however, District shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

6. **FIXTURES**. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

7. **CONDITION OF PROPERTY**.

   a. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the City in its present condition until possession, ordinary wear and tear excepted.

   b. Within thirty (30) calendar days after the acceptance of this Agreement, District may, at its sole expense, have the property inspected by a person or persons of District's choice to determine if there are any deficiencies.

      i. District shall promptly notify the City in writing of any deficiencies, and the City shall promptly notify District of what steps, if any, the City will take to correct any deficiencies before Closing.

ii. District shall then promptly notify the City, in writing, either that:

1. such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or

2. such steps are not acceptable, in which case this Agreement shall be null and void.

c. The District agrees to take the Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Property. The City and District acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Property for District's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Property. Notwithstanding anything herein to the contrary, District hereby waives all claims against the City as to the condition of the Property.

8. ABSTRACT AND TITLE. City, at City's expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to District's attorney for examination. The abstract shall show marketable title in City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. City shall make every reasonable effort to promptly perfect title. If Closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) calendar days written notice to the other party. The abstract shall become the property of District at Closing. City shall pay the costs of any additional abstracting and title work due to any act or omission of City.

9. SURVEY. If a survey or property subdivision is required prior to conveyance of the Property under Iowa Code Chapter 354, or city or county ordinances, City shall pay the costs thereof. District may, at District's expense prior to closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS. City represents and warrants, to the best of City's knowledge and belief, that:

i. There are no abandoned wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks located on the Property.

ii. The Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances.

iii. The Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks.

iv. City represents and warrants to District that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

v. The properly executed Groundwater Hazard Statement provided by City at Closing (to the extent required by law to be provided) shall constitute a representation and warranty that the Property contains no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste, or underground storage tanks.

11. DEED. Upon payment of the Purchase Price, City shall convey the Property to District by Deed Without Warranty.

12. LEASE AGREEMENTS. City represents and warrants to District that there are no current lease or occupancy agreements concerning the Property.

13. REMEDIES OF THE PARTIES.

a. If District fails to timely perform this Agreement, then City may forfeit it as provided in the Iowa Code (Chapter 656).

b. If City fails to timely perform this Agreement, then District has the right to terminate this Agreement.

14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

15. GENERAL PROVISIONS.

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

b. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

c. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing.

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

agreement of the parties and shall not be amended except by a written instrument duly signed by City and District, as authorized by action of their respective governing bodies.

e. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral gender according to the context.

16. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive Closing.

17. CERTIFICATION. City and District 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.

18. ACCEPTANCE. The Parties acknowledge and agree that the obligations under this Agreement are contingent upon and subject to approval of this Agreement by: (i) the City Council of the City of Ottumwa, Iowa and (ii) the Board of Directors of Ottumwa Community School District. Further, the City's obligations under this Agreement are contingent upon the City's Parks Advisory Board approving the sale of the Property, as current park property, consistent with City Code Section 2-391. In the event either party does not obtain approval from its governing body (or the City's Parks Advisory Board does not approve of the sale of park property) by June 15, 2022, then either party may rescind and/or terminate this Agreement by giving written notice to the other, and this Agreement shall thereafter be rescinded and deemed null and void.

[Remainder of page intentionally left blank; Signature page follows]

SELLER: CITY OF OTTUMWA, IOWA

By: _____
Richard Johnson, Mayor

Date: 6/7/2022

By: _____
Christina Reinhard, City Clerk

Date: 6/7/2022

105 E. Third Street
Ottumwa, IA 52501

BUYER: OTTUMWA COMMUNITY SCHOOL DISTRICT

By: _____
Morgan Brown, Board President

Date: 5/9/22

By: _____
John Berg, Board Secretary

Date: 5-9-22

1112 N. Van Buren
Ottumwa, IA 52501

EXHIBIT A
Retracement Plat of Survey Identifying Property

INDEX LEGEND	
LOCATION:	AUDITOR'S LOT 6 IN THE SW 1/4 OF THE NW 1/4 OF SECTION 36-72-14, OTTUMWA, IOWA
PROPRIETOR:	CITY OF OTTUMWA
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577

RESERVED FOR RECORDER'S USE

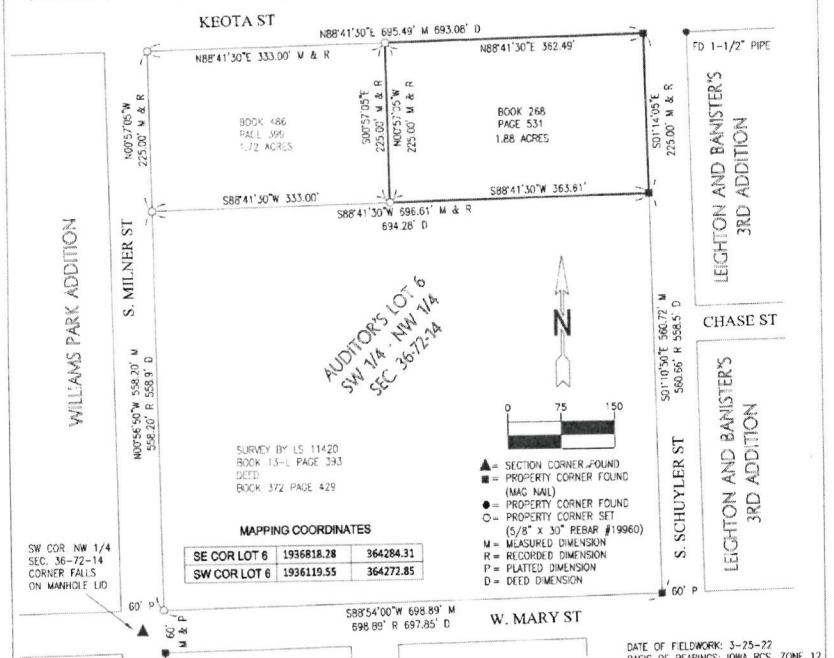
GARDEN & ASSOC. P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RETRACEMENT PLAT OF SURVEY

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.

EXCEPT the following described tract:

A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/14 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record.



DATE OF FIELDWORK: 3-25-22
BASIS OF BEARINGS: IOWA RCS, ZONE 12

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno 3-28-22
Bobby J. Maddaleno, P.L.S. Date
License number: 19960
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 1

PROFESSIONAL LAND SURVEYOR
BOBBY J. MADDALENO
19960
IOWA

CITY OF OTTUMWA
PART OF AUDITOR'S LOT 6
SW 1/4 - NW 1/4 OF SEC. 36-72-14
OTTUMWA, IOWA

DATE: 3/25/22	DRN. BJM	APP.
FLD.BK.	PROJ.NO. 6022084	

02051186-1\10981-1000

Item No. G.-3.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Zach Simonson
Prepared By

Planning & Development
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 147-2022: RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO JOE WILEY

****

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

RECOMMENDATION: Open public hearing,
Receive public comments,
Close public hearing,
Pass and adopt Resolution No. 147-2022.

DISCUSSION: Joe Wiley has offered to purchase Lot 1 of Ottumwa Airport Subdivision 5 for the appraised price of $16,500. The City has obtained a deed of release from FAA authorizing the sale of this property. The sale will permit the buyer to expand his truck repair business. New airport development will generate new airport fees to support the airport as well as other economic development benefits.

Source of Funds:

Budgeted Item: ☐ Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA
June 7, 2022
5:30 p.m.

- Public hearing on the proposal to convey certain real property to Joe Wiley
- Resolution approving and authorizing the conveyance of certain real property to Joe Wiley

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.

June 7, 2022

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

Cara Galloway, Doug McAntire, Russ Hull, Sandra Pope, Marc Roe

Absent: None

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 Hull then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO JOE WILEY", 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 Roe seconded the motion. The roll was called, and the vote was:

AYES: Galloway, McAntire, Hull, Pope, Roe

_____

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 147-2022

RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO JOE WILEY

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Joe Wiley (the "Buyer") in the form of a proposed Real Estate Purchase Agreement (the "Agreement"), which Agreement proposes that the City convey certain of its land to the Buyer for $16,500 and other good and valuable consideration, under the terms and conditions set forth in the Agreement; and

WHEREAS, the real property proposed to be sold and conveyed to the Buyer under the Agreement is legally described as follows:

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

Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) Section 26; thence South 89°51'00" West 80.00 feet along the South line thereof; thence North 00°20'00" West 50.00 feet on a line that is 80.00 feet West of and parallel with the East line thereof; thence North 00°20'00" West 886.99 feet along the West line of Airport Road to the Southeast corner of Ottumwa Airport Subdivision No. 4; thence South 89°36'55" West 309.15 feet along the South line of Subdivision No. 4 to the Northeast corner of said Lot 1 of Ottumwa Airport Subdivision No. 5 and the Point of Beginning; thence continuing South 89°36'55" West along the North line of said Lot 1 a distance of 90.39 feet; thence North 00°22'45" West 17.53 feet along said North line; thence South 89°37'25" West 193.44 feet along said North line to the Northwest corner of said Lot 1; thence South 00°18'35" East 386.89 feet along the West line of said Lot 1 to the Southwest corner thereof; thence North 44°41'25" East 107.94 feet along the South line of said Lot 1; thence North 89°45'05" East 207.54 feet along said South line to the Southeast corner of said Lot 1; thence North 00°18'35" West 293.60 feet along the East line of said Lot 1 to the Point of Beginning, containing 2.06 acres.

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 Joe Wiley for $16,500 and other good and valuable consideration. Conveyance by the City shall be by special warranty deed.

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

PASSED AND APPROVED this June 7, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christa Rinkard
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective 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 7th day of June, 2022.

Christine Renhard
City Clerk, City of Ottumwa, State of Iowa

02053822-1\10981-1000

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

Proposal to Convey Real Property to Joe Wiley City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 5/26/22

Subscribed and sworn to before me, and in my presence, by the said 26th day of May, 2022

TRACI COUNTERMAN
Commission Number 786024
My Commission Expires
September 29, 2023

Traci Counterman

Notary Public

In and for Wapello County

Printer's fee $47.63

COPY OF ADVERTISMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY TO JOE WILEY, AND THE HEARING THEREON PUBLIC

NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on June 7, 2022, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Joe Wiley (the "Buyer") for $16,500 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is legally described as follows: Lot 1 of Ottumwa Airport Subdivision No. 5, which is a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa and is more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) Section 26; thence South 89°51'00" West 80.00 feet along the South line thereof; thence North 00°20'00" West 50.00 feet on a line that is 80.00 feet West of and parallel with the East line thereof; thence North 00°20'00" West 886.99 feet along the West line of Airport Road to the Southeast corner of Ottumwa Airport Subdivision No. 4; thence South 89°36'55" West 309.15 feet along the South line of Subdivision No. 4 to the Northeast corner of said Lot 1 of Ottumwa Airport Subdivision No. 5 and the Point of Beginning; thence continuing South 89°36'55" West along the North line of said Lot 1 a distance of 90.39 feet; thence North 00°22'45" West 17.53 feet along said North line; thence South 89°37'25" West 193.44 feet along said North line to the Northwest corner of said Lot 1; thence South 00°18'35" East 386.89 feet along the West line of said Lot 1 to the Southwest corner thereof; thence North 44°41'25" East 107.94 feet along the South line of said Lot 1; thence North 89°45'05" East 207.54 feet along said South line to the Southeast corner of said Lot 1; thence North 00°18'35" West 293.60 feet along the East line of said Lot 1 to the Point of Beginning, containing 2.06 acres. A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa. Dated this 26th day of May, 2022. Chris Reinhard City Clerk, City of Ottumwa in the State of Iowa

Type of Document:	**AFFIDAVIT RE DISPOSITION OF REAL PROPERTY (Pursuant to Iowa Code Section 364.7) (With Resolution Authorizing Conveyance Attached)**
Return Document to:	**Chris Reinhard** **City of Ottumwa** **105 E. Third Street** **Ottumwa, Iowa 52501**
Preparer Information:	**Jenna H.B. Sabroske** **Ahlers & Cooney, P.C.** **100 Court Ave., Ste. #600** **Des Moines, IA 50309** **(515) 243-7611**
Taxpayer Information:	**N/A**
GRANTORS:	City of Ottumwa, Iowa
GRANTEES:	Joe Wiley
LEGAL DESCRIPTION:	See Page 2.

AFFIDAVIT

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

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STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, Christina Reinhard, am the City Clerk of the City of Ottumwa (the "City") in the County of Wapello, State of Iowa, and am authorized to make this Affidavit.

This Affidavit is furnished to show compliance by the City with Iowa Code Section 364.7 relative to the conveyance of an interest in the property described herein (the "Property") to Joe Wiley.

I certify that attached are true and complete copies of:

1. Proof of Publication of Notice of Public Hearing published as required by Iowa Code Section 362.3.

2. Resolution approving conveyance of the interest in the Property.

WITNESS my hand hereto on June 7, 2022.

Christina Reinhard
City Clerk, City of Ottumwa, State of Iowa

Subscribed and sworn to before me, a notary public in and for the State of Iowa, on June 7, 2022.

02053819-1\10981-1000

Katy King
Notary Public in and for the State of Iowa

KATY KING
Commission Number 801361
My Commission Expires
January 25, 2023

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made on or as of the 7 day of June, 2022, by and between the CITY OF OTTUMWA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapter 364 of the Code of Iowa, 2021, as amended, and JOE WILEY (the "Buyer").

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

> Lot 1 of Ottumwa Airport Subdivision No. 5, which is a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa and is more particularly described as follows:
>
> Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) Section 26; thence South 89°51'00" West 80.00 feet along the South line thereof; thence North 00°20'00" West 50.00 feet on a line that is 80.00 feet West of and parallel with the East line thereof; thence North 00°20'00" West 886.99 feet along the West line of Airport Road to the Southeast corner of Ottumwa Airport Subdivision No. 4; thence South 89°36'55" West 309.15 feet along the South line of Subdivision No. 4 to the Northeast corner of said Lot 1 of Ottumwa Airport Subdivision No. 5 and the Point of Beginning; thence continuing South 89°36'55" West along the North line of said Lot 1 a distance of 90.39 feet; thence North 00°22'45" West 17.53 feet along said North line; thence South 89°37'25" West 193.44 feet along said North line to the Northwest corner of said Lot 1; thence South 00°18'35" East 386.89 feet along the West line of said Lot 1 to the Southwest corner thereof; thence North 44°41'25" East 107.94 feet along the South line of said Lot 1; thence North 89°45'05" East 207.54 feet along said South line to the Southeast corner of said Lot 1; thence North 00°18'35" West 293.60 feet along the East line of said Lot 1 to the Point of Beginning, containing 2.06 acres.

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

2. PURCHASE PRICE. The Purchase Price shall be Sixteen Thousand Five Hundred Dollars ($16,500) (the "Purchase Price"). The Buyer shall pay the Purchase Price as follows: (i) $1,000 as an earnest money deposit ("Deposit") upon acceptance of this offer to be payable to and held in trust by Ahlers & Cooney, P.C., and (ii) the balance of the Purchase Price paid by cashier's check or wire transfer at the time of closing with proper adjustments as may be provided in this Agreement.

3. CLOSING AND POSSESSION. The closing of the purchase transaction herein, shall occur on or before July 1, 2022, or such other date as the parties herein mutually agree in

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

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

a. The Buyer is in material compliance with all of the terms of this Agreement at the time of Closing.

b. The City has completed all necessary legislative municipal processes to authorize transfer of the Property to the Buyer, including but not limited to the process required by Iowa Code Section 364.7.

c. The Buyer has executed the avigation easement attached hereto as Exhibit A and provided the executed easement to the City, to be recorded by the City at Closing.

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

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

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

8. REAL ESTATE TAXES.

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

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

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

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

10. CONDITION OF PROPERTY; INSPECTION.

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

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

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

d. Indemnification for Buyer's Entry onto Property. At City's request, any entry by Buyer on to the Property shall be performed in the presence of City's representatives. Buyer

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

11. DISCLAIMER OF WARRANTIES.

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

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

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

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

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

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

14. REMEDIES OF THE PARTIES.

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

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

c. Buyer and the City are also entitled to utilize any and all other remedies or actions

at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

15. NOTICE. Any notice required or permitted under this Agreement shall be deemed given when it is received in writing by hand delivery, overnight express delivery or certified mail, postage prepaid, return receipt, addressed to the other party at the address listed below, or at such other address or to such other person as such party designates by a written notice to the other party.

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

If to Buyer:
Joe Wiley
13930 Airport Rd.
Ottumwa, IA 52501

16. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

i. This Agreement reflects the entire agreement between the parties regarding the

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

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

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

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

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

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City

Clerk, the Buyer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

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

(SEAL)

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Richard Johnson, Mayor

ATTEST:

By: Christa Reinhard
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 7th day of June, 2022, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King
Notary Public in and for the State of Iowa

KATY KING
Commission Number 801361
My Commission Expires
January 25, 2023

[Signature page to Purchase Agreement – City of Ottumwa]

BUYER: JOE WILEY

By: Joe Wiley
Joe Wiley

STATE OF Iowa)
) SS
COUNTY OF Wapello)

On this 17th day of May, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Joe Wiley to me personally known, who, being by me duly sworn, did say that the execution of the foregoing instrument was their voluntary act and deed.

Keelie Johnson
Notary Public in and for said state

KEELIE JOHNSON
Commission Number 807586
My Commission Expires
11-22-2023

[Signature page to Purchase Agreement – Buyer]

EXHIBIT A
AVIGATION EASEMENT

[See following pages]

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

Return Document to: City of Ottumwa
City Clerk
105 East 3rd Street
Ottumwa, IA 52501

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

Taxpayer Information: N/A

GRANTORS: Joe Wiley

GRANTEES: City of Ottumwa, Iowa

LEGAL DESCRIPTION: See Page 2

PREVIOUSLY RECORDED DOCUMENTS: N/A

SURFACE AND OVERHEAD AVIGATION EASEMENT

WHEREAS, Joe Wiley, hereinafter called the "Grantor" or "Property Owner," is the fee owner of the following specifically described parcel of land situated in the City of Ottumwa, Wapello County, Iowa, hereinafter called "Easement Area":

> Lot 1 of Ottumwa Airport Subdivision No. 5, which is a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa and is more particularly described as follows:
>
> Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) Section 26; thence South 89°51'00" West 80.00 feet along the South line thereof; thence North 00°20'00" West 50.00 feet on a line that is 80.00 feet West of and parallel with the East line thereof; thence North 00°20'00" West 886.99 feet along the West line of Airport Road to the Southeast corner of Ottumwa Airport Subdivision No. 4; thence South 89°36'55" West 309.15 feet along the South line of Subdivision No. 4 to the Northeast corner of said Lot 1 of Ottumwa Airport Subdivision No. 5 and the Point of Beginning; thence continuing South 89°36'55" West along the North line of said Lot 1 a distance of 90.39 feet; thence North 00°22'45" West 17.53 feet along said North line; thence South 89°37'25" West 193.44 feet along said North line to the Northwest corner of said Lot 1; thence South 00°18'35" East 386.89 feet along the West line of said Lot 1 to the Southwest corner thereof; thence North 44°41'25" East 107.94 feet along the South line of said Lot 1; thence North 89°45'05" East 207.54 feet along said South line to the Southeast corner of said Lot 1; thence North 00°18'35" West 293.60 feet along the East line of said Lot 1 to the Point of Beginning, containing 2.06 acres.

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

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

2. This Easement is granted for the purposes of permitting the unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the Easement Area.

3. This Easement grants the rights of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of Ottumwa Regional Airport- Ottumwa, Iowa.

4. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

5. Property Owner will not construct, erect, suffer to permit or allow any structure or trees on the surface of the Easement Area which now extends, or which may at any time in the future extend, into the airspace above the Easement Area to an elevation exceeding the elevation prescribed in Code of Federal Regulations Part 77 surfaces, 14 Code of Federal Regulations Chapter 1, as currently in effect and as the same may, from time to time, be amended, modified, superseded or replaced, whichever is greater. In the event that the Grantor permits or suffers to remain upon the aforesaid Easement Area over which said easement and right-of-way is situated any obstruction as defined above, the City shall have the right, at its sole option after giving five (5) days prior notice to the Grantor, to remove any such obstruction or to mark and light any such obstruction, and to use any and all means necessary to effectuate said right. The Grantor hereby grants to the City a perpetual easement for ingress to and egress from the Easement Area for the purpose of inspecting and/or measuring to determine the existence of any such obstruction and for the purpose of exercising its above stated right to remove any such obstruction or to mark and light any such obstruction.

6. Property Owner may not permit any places of public assembly or gatherings within the Easement Area. (Examples: churches, schools, day care facilities, hospitals, restaurants, stadiums, office buildings, etc.) Ordinary social gatherings are not prohibited in the Easement Area.

7. Property Owner agrees to keep the Easement Area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights, residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the Easement Area.

8. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantors and on Grantors' heirs, successors, and assigns. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

9. Grantor does hereby covenant with the City that Grantor has good and lawful authority to convey this Easement.

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

GRANTOR: JOE WILEY

By: Joe Wiley
Joe Wiley

Date: 5-17-2022

STATE OF Iowa)
) SS
COUNTY OF Wapello)

On this 17th day of May, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Joe Wiley to me personally known, who, being by me duly sworn, did say that the execution of the foregoing instrument was their voluntary act and deed.

Keelie Johnson
Signature of Notary Public

KEELIE JOHNSON
Commission Number 807586
My Commission Expires
11-22-2023

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF WAPELLO, ss:

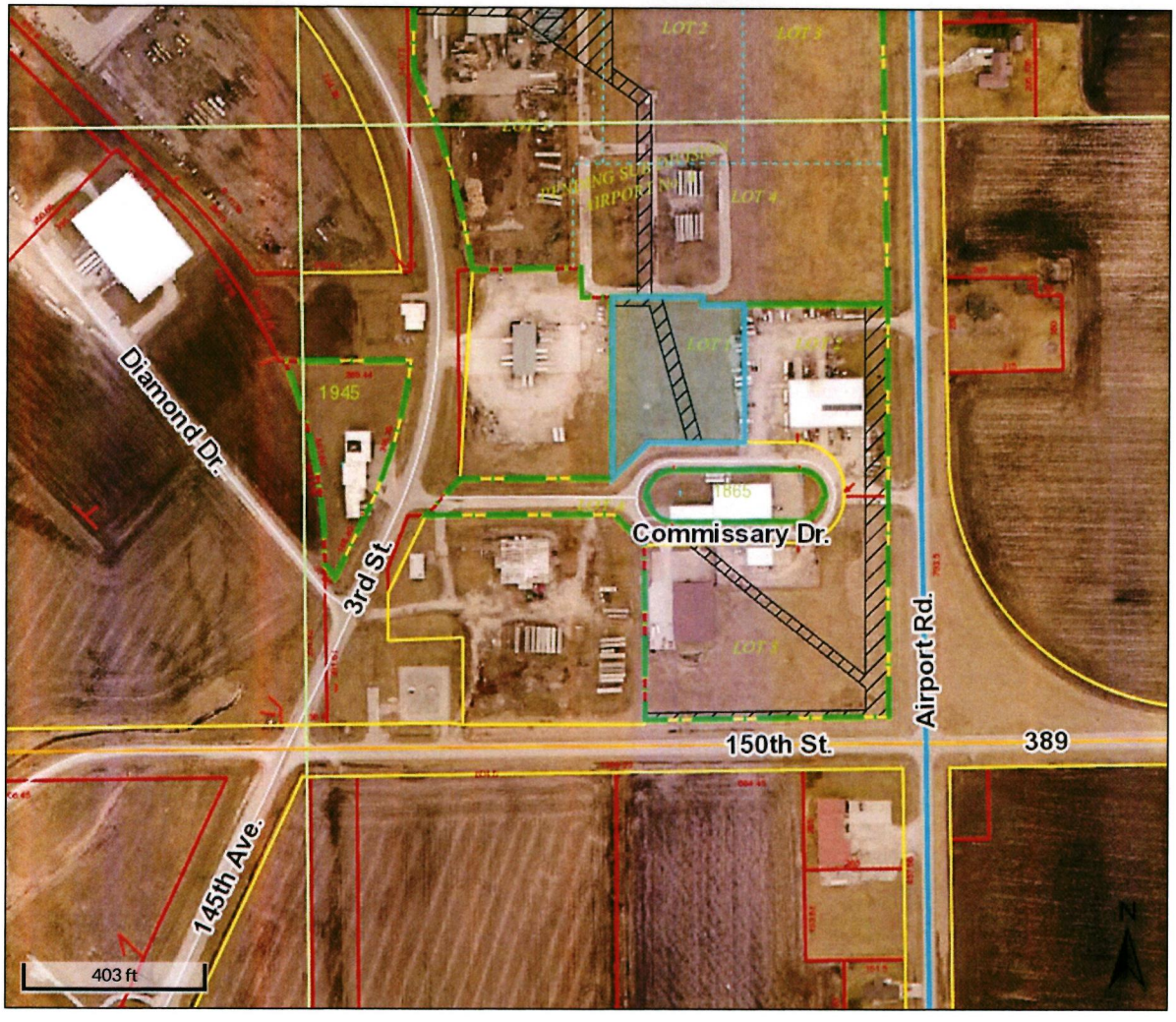
I,_____, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ottumwa by Resolution No. _____ passed on the _____ day of _____, 20___, and this certificate is made pursuant to authority contained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

Signed this _____ day of _____, 20___.

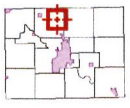
_____
City Clerk of Ottumwa, Iowa

02050903-1\10981-1000

Beacon™ Wapello County, IA



Overview



Legend

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

Parcel ID	007252620776030	**Alternate ID**	n/a	**Owner Address**	Ottumwa City
Sec/Twp/Rng	26-73-14	**Class**	R		105 E Third
Property Address		**Acreage**	2.06		Ottumwa, IA 52501
District	RICHLAND TWP/ OTTUMWA SCH/ A P TIF				
Brief Tax Description	OTTUMWA AIRPORT SUB DIV NO. 5 LOT 1 BEING IN SE NE SEC 26-73-14 (Note: Not to be used on legal documents)				

Date created: 6/1/2022
Last Data Uploaded: 5/31/2022 7:46:03 PM

Developed by Schneider GEOSPATIAL

Item No. H.-1.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: June 7th 2022

Larry Seals
Prepared By

Engineering
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #119-2022. Approving the Des Moines River Flood Protection Operation Plan, 2022.

****

☐ **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 #119-2022.

DISCUSSION: The City of Ottumwa Local Flood Protection Operational Plan outlines the coordination of City Departments and establishes an effective command structure and assigns responsibilities during elevated river levels and flood emergencies. The manual includes specific action items based on river profile elevation. It further outlines some minimum standard maintenance requirements and which department has primary responsibility for inspection and documentation requirements.

The Plan authorizes the Director of Public Works to coordinate resources and manpower from various City departments to accomplish needed pre-flood improvements and authorize mobilizations of contractors as needed. It is critical during emergency flood responses to have the ability to coordinate the necessary responses without delays.

The Local County Emergency Manager works closely with Public Works Director to identify State and Federal resources and coordination of availability on an evolving basis.

This manual is required as part of Federal Accreditation Program and is integral to completing the Flood Insurance Rate Map (FIRM) requirements.

Source of Funds: Budgeted Item: Budget Amendment Needed:

RESOLUTION #119-2022

A RESOLUTION APPROVING THE DES MOINES RIVER FLOOD PROTECTION OPERATION PLAN 2022

WHEREAS, A Flood Protection Operation Plan manual is critical in protecting Citizens and property.

WHEREAS, A Flood Protection Operation Plan manual is required for Levee Accreditation.

WHEREAS, Levee Accreditation of the levee system is required to qualify property owners for FEMA's National Flood Insurance.

WHEREAS, The Plan Authorizes the Public Works Director to coordinate and authorize emergency protective measures.

WHEREAS, This resolution will authorize the Mayor to sign the Flood Protection Operational Plan.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the Des Moines River Flood Protection Operation Plan, 2022.

APPROVED, PASSED, AND ADOPTED, this 7th day of June, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

DES MOINES RIVER
FLOOD PROTECTION
OPERATION PLAN

CITY OF OTTUMWA
WAPELLO COUNTY, IOWA

May 2022

[CITY OF] OTTUMWA

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EMERGENCY CONTACTS

KEY EMERGENCY TELEPHONE NUMBERS

National Weather Service - Des Moines/Johnston Weather Forecast Office
9607 NW Beaver Drive
Johnston, IA 50131
Office phone: (515) 270-2614 (0600 to 2400 hours)
Website: http://www.crh.noaa.gov/dmx/
Rainfall and River Stage Forecasts: (515) 270-2614

Iowa Emergency Management Division
Iowa Emergency Management Division
Hoover State Office Building, Level A
Des Moines, IA 50319
Website: http://www.state.ia.us/government/dpd/emd/index.html
Office phone: (515) 281-3231

County Disaster Service
Wapello County,
Tim Richmond ..... .(641) 814-8333

Federal Emergency Management Agency (FEMA)
Region VII, Kansas City, Mo. .....(816) 283-7063

U. S. Army Corps of Engineers Website – http://www.mvr.usace.army.mil

Sarah Jones, Chief of Emergency Management 309-794-5230
24-hour..... 309-794-4200
E-mail ..... Sarah.B.Jones@usace.army.mil

Cory Haberman, Emergency Management..... 309-794-5325
E-mail ..... Sarah.B.Jones@usace.army.mil

Tom Heinold, Chief of Operations..... 309-794-5401
Home: 563-322-3507
E-mail ..... Thomas.D.Heinold@usace.army.mil

EMERGENCY CONTACTS

CITY OF OTTUMWA MAIN POINTS OF CONTACT

City Hall & Engineering Department
105 East Third Street
Ottumwa, Iowa 52501-2905
Office phone: (641) 683-0600
Office fax: (641) 683-0613

Richard Johnson, Mayor
Office phone: (641) 683-0600
E-mail: johnsonr@ottumwa.us

Philip Rath, City Administrator
Office phone: (641) 683-0607
Cell phone: (641) 931-0952
E-mail: rathp@ottumwa.us

Larry Seals, Director of Public Works, Levee POC
Office phone: (641) 683-0681
Cell phone: (641) 680-2051
E-mail: sealsl@ottumwa.us

Chad Farrington, Police Chief,
Office phone: (641) 683-0629
Alt. phone: (641) 683-0636
Cell phone: (641) 799-2629
E-mail: farringtonc@ottumwa.us

Tony Miller, Fire Chief
Office phone: (641) 683-0666
Cell phone: (641) 814-3351
E-mail: millert@ottumwa.us

Phillip Burgmeier, City Engineer
Office phone: (641) 683-0680
Cell phone: (641) 777-3842
Alt. phone: (641) 777-1320
E-mail: burgmeierp@ottumwa.us

Scott McCarty, Supervisor, Engineering Division
Office phone: (641) 683-0680
Cell phone: (641) 799-1149

E-mail: ..... mccartys@ottumwa.us

Chad Carlson, Public Works
Office phone: ..... (641) 684-2180
Cell phone: ..... (641) 799-0544
E-mail ..... carlsonc@ottumwa.us

Tim Albert, Ottumwa Water & Hydro-GM
Office phone: ..... (641) 684-4606
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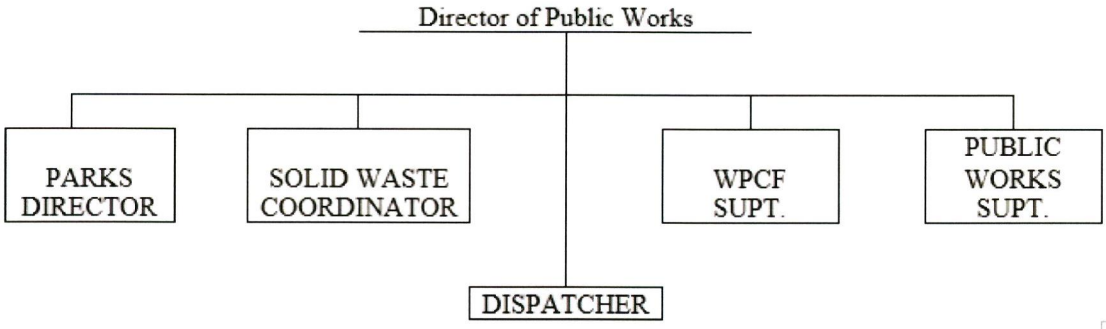
FLOOD EMERGENCY COMMAND COORDINATION



PUBLIC WORKS DIRECTOR

1. PERSON IN CHARGE OF MAIN COORDINATION EFFORTS
2. FINAL DECISION RESPONSIBILITY
3. INFORMATION RELEASE TO NEWS MEDIA
4. COORDINATE EFFORTS OF OTHER DEPARTMENT HEADS

ENGINEERING DEPARTMENT

1. MONITOR RIVER LEVELS & FUTURE WEATHER FORECASTS
2. COORDINATE CONTRACTORS
3. COORDINATE CITY CREWS
4. COORDINATE EMERGENCY EFFORTS (SANDBAGGING)
5. MONITOR INTEGRETY OF LEVEE SYSTEM

PUBLIC WORKS DEPARTMENTS

1. MAINTAIN LEVEES
2. MAINTAIN SEWERS
3. EMERGENCY LEVEE CONSTRUCTION (SAND BAGS)
4. EMERGENCY LEVEE CONSTRUCTION (EARTHEN TYPE)
5. ASSIST ENGINEERING AS DIRECTED
6. TRAFFIC CONTROL
7. MATERIAL DELIVERY
8. ASSIST WITH SANDBAGGING OPERATIONS
9. ASSIST WITH CLEANUP EFFORTS

WATER POLLUTION CONTROL FACILITY SUPERINTENDENT

1. MONITOR LAGOON LEVELS
2. MONITOR GATE OPERATIONS
3. MONITOR PUMP OPERATIONS
4. MONITOR WPCF PLANT OPERATIONS
5. ASSIST WITH CLEANUP EFFORTS

SOLID WASTE COORDINATOR

1. ASSIST PUBLIC WORKS AS ASSIGNED
2. ASSIST WITH SANDBAGGING EFFORTS
3. ASSIST WITH CLEANUP EFFORTS

PARKS DEPARTMENT

1. ASSIST PUBLIC WORKS AS DIRECTED
2. ASSIST WITH SANDBAGGING EFFORTS
3. ASSIST WITH CLEANUP EFFORTS

WAPELLO COUNTY EMERGENCY COORDINATOR

1. COORDINATE STATE RESOURCES EFFORTS
2. MATERIAL SEARCH
3. INFORMATION RECEIVER/COORDINATOR
4. COORDINATE EVACUATION PLANS
5. COORDINATE FIRE & RESCUE RESOURCES

OPERATIONS PLAN

OPERATIONS PLANS AND CRITERIA

1. Closures

a.) Documentation of Flood Warning System

The Public Works Director and Staff will closely monitor the current river elevation, the projected river elevation and flow using the USACE Rivergages website and upcoming weather events. As the river rises, or is projected to rise, the City will follow its Flood Prevention Plan (See Pages 9-12) that describes Actions to take at a given river elevation.

b.) A formal plan of operation

See Flood Prevention Plan (See Pages 9-12).

c.) Provisions for periodic operation

Wastewater Pollution Control Facility Maintenance Supervisor is responsible for:

1.) Exercising the closure structures related to Flood Protection on a quarterly bases. These exercises shall be documented in the Maintenance Log Sheet as fully exercised (full travel) and lubricated. Any deficiencies are to be addressed prior to the next inspection and recorded in the Maintenance Log sheets

2.) Perform annual megger testing and recorded in the running megger log. Any deficiency are to be addressed prior to the next inspection and recorded in the maintenance log sheets.

2. Interior Drainage Systems

a.) Documentation of Flood Warning System

The Public Works Director and Staff will closely monitor the current river elevation, the projected river elevation and flow using the USACE Rivergages website and upcoming weather events as monitored on the National Weather Service. As the river rises, or is projected to rise, the City will follow its Flood Prevention Plan (See Pages 9-12) that describes Actions to take at a given river elevation. All stormwater pump stations are

connected with automated control systems that allow remote viewing. These systems use an auto dial system notifying WPCF staff of system faults and operational changes.

It this Flood Prevention Plan, interior drainage systems related to Flood Protection are addressed.

b.) A formal plan of operation

See Flood Prevention Plan (See Pages 9-12).

c.) Provisions for Manual Backup

Pumps are equipped with Auto/Hand Mode operation at the automated stations. Backup generators are available if needed. Portable Diesel and electric pumps too are available if needed. (See attached Inventory List)

Motorized Station gates are equipped with multiple backups. Electric tripod mounted motors with backup generators are available as needed. If automated systems fail, a final backup feature all gates have is a manual hand crack mode.

d.) Provisions for periodic inspection

Wastewater Pollution Control Facility Staff make daily visits to all pump stations to ensure they are operational. Backup generators are run on a monthly basis. Internal drainage structures such as gates, related to Flood Protection, are inspected on a quarterly rotation. These results are all kept in the Departments Maintenance Logs. In addition, WPCF staff perform annual megger testing (See Page 30 for Megger Log)

EMERGENCY OPERATIONS AND EVACUATION PLAN

a.) General. The City of Ottumwa Local Flood Protection Project provides for an elevated degree of protection; however, the system can become vulnerable. High water conditions can cause failure due to overtopping from wave wash, erosion, or stability loss from current scour or seepage. The City of Ottumwa must take appropriate advance measures to insure the availability of adequate labor and materials to meet all flood emergency contingencies and must take immediate steps to relieve any condition that endangers the local flood protection project.

b.) Evacuation. In the case of an evacuation, the local Emergency Management Coordinator shall activate the Emergency Operations Center (EOC) and coordinate with local resources. The primary responsibility for evacuations fall on the Police Department with supporting effort from the Fire Department as needed to carry out evacuation procedures. The existing snow routes have been identified as the Evacuation routes.

STRATEGY IN PRODUCING THE FLOOD PREVENTION OPERATIONS PLAN

The original Flood Prevention Plan was created in the 1950's after flooding events of the Des Moines River became a more prevalent occurrence. Since the Plans original inception, the City of Ottumwa has been affected by the Des Moines River flooding numerous times including the major flood events of 1993, 2008 and 2010. Each update of the Flood Prevention Plan has incorporated additional knowledge gained by these events. This current update is no different, and refines the hands-on knowledge gained from experience. In addition to local knowledge, this Plan too incorporates new procedures for Flood Protection measures such as Pump Station Operation Manuals and Flood Panel Installation at the Ottumwa Water Works Facility.

Like in the past, this Flood Protection Plan sets in-place preventative action procedures required at each one (1) foot of river stage, up to twenty-five (25) feet (top of the current levee system). This step-by-step plan can be found below.

FLOOD PREVENTION OPERATIONS PLAN

***The below actions at set river levels are subject to future river forecasts.*

River Level	Actions Taken	Assignment of Responsibility
3'	- Check all flap gate when flooding is predicted/imminent	Sewer Dept Supervisor
	- Operate all Sluice Gates (full cycle) and lubricate as needed when flooding is predicted/imminent.	WPCF Mtnce Superintendent
6'	- Visual observation and clearing of all flap gates.	Sewer Dept Supervisor
	- Pump effluent from WPCF and reprogram pumps through recirculation station from gravity flow to pump force- check elevation	WPCF Mtnce Superintendent
7'	- Use gravity flow to drain Lagoon area up to 7'.	
8'	- Orchard Street Pump Station (Sta. 225+20) (see Operation Plan dated December 2017)	
	a.) Close gravity fed slide gate	WPCF Mtnce Superintendent
	b.) Start on-site diesel pump (if raining) or allow water to flow to the Elm Street Pump Station. If Elm Street Pump Station is too high, it will backflow to the Finley Avenue Pump Station	WPCF Mtnce Superintendent
	- Mary Street Pump Station (Sta. 1155+35)	
	a.) Diesel pump can be activated or allow to flow to the Elm Street Pump Station. If Elm Street is too high, it will backflow to the Finley Avenue Pump Station.	WPCF Mtnce Superintendent
9'	- Finley Avenue Pump Station (Sta. 1126+80) (see Operation Plan dated April 11, 2014)	
	a.) Flap gate inside of structure is to be kept clear at all times. During storm conditions, the sluice gate is to be closed and the three automatic pumps are to be in gear.	WPCF Mtnce Superintendent
11.5'	**FLOOD STAGE**	
	- Monitor forecasts and predicted river levels	Public Works Director
	- Wapello County barricades Rabbit Run and 120th Street	County Engineer
	- Begin locating Portable Pumps	WPCF Mtnce Superintendent
	- Begin testing portable pumps to ensure they are functional and review operation with staff.	WPCF Mtnce Superintendent
12'	- If river is forecasted to rise, Public Works starts preparing to stockpile sand in the Green Street Parking Lot for potential sandbagging operations.	Public Work Superintendent
	- Have sandbags ready	
	- Place Public Works and Parks Department on notice for potential Flood Control duties.	Public Works Director

13'	- Set sand bags at the intersection of Vine & Hayne for potential future use.	Public Works Superintendent
	- Close both sides of bike path under Hwy 34.	Public Works Superintendent
14'	- Close sluice gate on Blakes Branch (Sta. 203+85) to prevent flow to the Elm Street Pump Station if station is overloaded.	WPCF Mtnce Superintendent
	- Open Sluice gate on Blakes Branch (Sta. 203+85) to dewater the North Side Interceptor.	WPCF Mtnce Superintendent
	- Monitor North Side Interceptor level. Control elevation through gate control at the Gateway Pump Station (Sta. 137+60). (Diversion structure off Gateway Drive and McLean)	WPCF Mtnce Superintendent
	- Sandbag manholes and catch basins at Vine Street and Hayne Street intersection and down Hayne Street for one block to the east.	Public Works Superintendent
	- Set concrete blocks at Second & Harrows Branch for potential use.	Public Works Superintendent
	- Set portable pump at Paris Street (east) (Sta. 69+05) and Leroy Andersons (Sta. 84+45).	WPCF Mtnce Superintendent
	- Close sluice gates in the gravity gate wells at Kenyon Street (structure down stream of Pump Station at Sta. 54+05), at Paris Street (Sta. 67+50 and Sta. 69+05 and Leroy Andersons (Sta. 84+45)	WPCF Mtnce Superintendent
15'	- Harrows Branch has back water flooding. Set concrete blocks below Railroad overpass. Operate pumps as needed.	Public Works Superintendent
	- Close slide gate on Walnut Avenue pump station (Sta. 279+40) and start the manual diesel and automatic electric pumps. (set backup pump for potential future use)	WPCF Mtnce Superintendent
	- Engineering Department staff begins 24/7 levee monitoring.	Public Works Director
	- Close Blackhawk Boat Ramp	Public Works Superintendent
	**** STATE OF EMERGENCY**	
16'	- Activate commercial sand haulers and call for volunteer sandbaggers. Notify all low lying areas of possible evacuation. Performed by the Engineering Department.	Public Works Director
	- Set up Sandbag operations in the Green Street Parking Lot	Public Works Superintendent
17'	- Monitor Market Street Bridge for hazardous debris build up	Public Works Director
	- Operate pumps at Paris Street (Sta. 67+50) and Leroy Andersons (Sta. 84+45) as needed.	WPCF Mtnce Superintendent
	- Contact BNSF and coordinate closure of Railroad line. Stock pile clay at BNSF Railroad crossing.	Public Works Director
	- Stockpile sandbags at Levee opening on Gateway Drive (behind 1010 Gateway)	Public Works Superintendent

18′	- Set portable pumps at the Jefferson Park Drainage ditch below Gurley Street. (ditch feeding the Jefferson Drainage)	WPCF Mtnce Superintendent
	- Contact Contractors and locate equipment for stand-by.	Public Works Director
19′	- Install Flood control panels around Ottumwa Water Works.	Public Works Superintendent
	- Install flood control panels in the Muni Parking Lot (Hydro Dam to Market Street Bridge) and the Skate Park.	Public Works Superintendent
	- Close Market Street Bridge	Public Works Director
20′	- Sandbag Market Street Bridge (Sta. 174+00) and the opening at the Hydro generating building. (Sta. 169+00)	Public Works Superintendent
21′	- Begin general distribution of sandbags at Green Street Parking Lot. Keep a log of material, personnel and equipment.	Public Works Superintendent
22′		
23′		
24′	- Evacuate all low lying areas north and south of the River.	Joint decision by Emergency Management Coordinator, Mayor & Public Works Director
25′	- Levee is topped	

HISTORY & FACTS OF PAST FLOODS OF THE DES MOINES RIVER BASIN

The Des Moines river basin, 14,467 square miles, drains one-fourth of Iowa and 1,350 square miles of southwest Minnesota. For more than a century, recurring floods have ravaged urban communities along its banks and farmsteads in its flood plain.

The flood of 1851 is believed to be the greatest and most destructive event in the Des Moines river basin. Little information can be found about this event to substantiate this claim, however the floods of 1903, 1917, 1935, 1944, 1947 and 1954 are well recorded with memories still engrained with many residents still today.

CHARACTER OF THE BASIN

Above the City of Des Moines, the flood plain is narrow. Below Des Moines and on major tributaries such as the Raccoon Rivers (North, Middle and South), White Breast Creek and Cedar Creek, the flood plains are wider. Excepting for Ottumwa, agricultural loss is considerably greater in relation to urban damage.

Major communities affected by the Des Moines River flooding are Ft. Dodge, Webster City, Guthrie Center, Des Moines, Eddyville, Ottumwa, Eldon, Keosauqua, Bonaparte and Farmington.

CRITICAL AREAS

The most critical flood problems from the Des Moines River Flood is the City of Ottumwa and City of Des Moines.

In addition to the threats of the Des Moines River flooding, inland flooding too can be a significant problems, especially during high-river levels. When the Des Moines River is high, much of the gates allowing for gravity flow of Storm Water into the Des River are closed to prevent backflow. However, closing these gates (which is a required action) can lead to inland flooding.

The areas deemed most prone to inland flooding Harrows Branch, Gateway Drive and the Jefferson Drainage Ditch at Gurley Street.

IOWANS HELP THEMSELVES

Some of the basins flood-stricken communities engaged in their own programs of flood protection, supplemental to the authorized federal projects. Though Federal Funding has been the largest contributor to Flood Mitigation projects, some flood-stricken communities have engaged in making their own improvements. Such examples include the City of Ottumwa constructing much of its levee system using local funds.

RED ROCK RESERVOIR

Red Rock is one of three authorized federal flood control projects for the Des Moines River basin. Red Rock was first authorized by congress in 1938, but two wars intervened (WWII and Korean), delaying funding until 1960 when construction actually began. Dedication ceremonies were held in 1969. Red Rock's dam is 60 river-miles downstream from Des Moines and will store 1,850,000 acre feet of water affording a high degree of protection to about 45,000 acres of agriculture lands and the communities of Ottumwa, Eddyville, Eldon and others. It was built at an approximate cost of $80 million with a benefit-to-cost ratio of 1.51 to 1.

CONSTANT THREAT

There is always a caution that the climatic conditions causing the floods of June 1947 were not exceedingly severe and that even greater floods must be anticipated and a constant vigil and improvements should be a consideration.

Through coordination & direction with the USACE and design consultants, the City of Ottumwa continues to make improvements to reduce the City's exposure to damaging flood events.

FEMA introduced a new river mapping and an accreditation program. As part of this new program, the Des Moines River was reevaluated. As a result of the new mapping, the Des Moines Rivers profile through Ottumwa was raised. This raise in river level has led to needed improvement to meet new freeboard requirements

In the summer of 2021, numerous contracts were let, along with City crews, to raise portions of the levee and flood walls to meet the new freeboard requirements.

PREVIOUS HIGH WATER READINGS IN OTTUMWA

DATE	YEAR	RIVER GAUGE READING	SEA LEVEL ELEVATION
	1851	22.00'	644.00
	1903		
MAY 24	1944	17.70'	639.70
JUNE 7	1947	20.24'	642.24
JUNE 15	1947	20.04'	642.04
JUNE 28	1954	16.89'	638.89
MAY 23	1959	10.76'	632.76
JUNE 1	1959	12.20'	634.20
JANUARY 15	1960	11.35'	633.35
APRIL 5	1960	17.85'	639.85
APRIL 6	1962	14.58'	636.58
APRIL 11	1965	18.60'	640.60
JULY 12	1993	22.15'	644.03
JUNE 17	2008	20.58'	642.58
AUGUST 11	2010	19.54'	641.54

UTILITY COMPANY CONTACTS

ALLIANT ENERGY
2901 Oak Meadow Dr.
Ottumwa, IA 52501

Jade Batterson
Office: 641-683-8000
Cell: 641-799-4008

AUREON NETWORK SERVICES f/k/a
Iowa Network Services, Inc.
7760 Office Plaza Drive South
West Des Moines, Iowa 50266

Jeff Klocko
515-830-0445
Fax: 515-830-0123
Jeff.Klocko@aureon.com

CENTURYLINK
615 E 3rd Ave. SE
Cedar Rapids, IA 52401

Hunter Pham
319-399-7408

IOWA COMMUNICATION NETWORK
400 E. 14th Street
Grimes State Office Bldg.
Des Moines, IA 50319

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Fax: 515-725-4765
Mike.broderick@iowa.gov

ITC MIDWEST
100 E Grand Avenue, Suite 230
Des Moines, IA 50309

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sarnold01@itctransco.com

LISCO/LTDS
205 W Burlington Ave
Fairfield, IA 52556

David Hauck / John Worsfold
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jworsfold@liscocorp.com
bboatman@liscocorp.com

MEDIACOM COMMUNICATIONS
3210 Division Street
Burlington Iowa 52601

Tim H Eagen, Construction Coordinator
Office 319-753-6575 Ext 3891
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teagan@mediacomcc.com

MID AMERICAN ENERGY
302 S. Vine St.
Ottumwa, IA 52501

Jason Skaggs
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Cell: 641-680-0166

OTTUMWA FIBER, LLC
Ottumwa Regional Legacy Foundation
111 E Main St.
Ottumwa, IA 52501

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kgenners@orlf.org
Brad Timberlake
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OTTUMWA WATER WORKS
230 Turner Ave.
Ottumwa, IA 52501

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Hiawatha, IA 52233

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319-790-7678
stephen.kness@windstream.com

CONTRACTOR'S LIST

DC CONCRETE & CONSTRUCTION
14699 Route V64
Douds, IA 52551
Dustan Coffman
Day/Night: (641) 919-0636

DC EXCAVATION
17356 Husky Trail
Drakesville, IA 52552
Dave Kurnes
Day/Night: (641) 226-2049

DRISH CONSTRUCTION
1701 S. Main St.
Fairfield, IA 52556
Roger Drish
Day: (641) 472-9506
Night: (641) 233-8088

WILEY EXCAVATING
14833 Railroad St
Douds, IA 52551
Eric Wiley
Day/Night: (641) 919-9290

CHRISTY CONSTRUCTION
PO Box 96
Ottumwa, IA 52501
Dan Christy
Day: (641) 684-6093

TIM SKINNER TRUCKING & EXCAVATING
16585 15th Street
Ottumwa, IA 52501
Tim Skinner
(641) 682-6003

RENFREW TRUCKING
2348 Lake Road
Ottumwa, IA 52501
Rodger Renfrew
(641) 680-0131

RYSDAM CONSTRUCTION
103 W. Seymour
Drakesville, IA 52552
Rick Rysdam
Day/Night: (641) 799-9097

BRAD JOHNSON TRUCKING
607 W. Chestnut St
Bloomfield, IA 52537
Brad Johnson
(641) 664-3664

S.W. HUFFMAN CONSTRUCTION, Inc.
12889 River Rd.
Ottumwa, IA 52501
Steve or Benny Huffman
Day/Night (641) 683-3947

EQUIPMENT PROVIDER LIST

ALTORFER MACHINERY Co. 2600 6th St. SW Cedar Rapids, IA 52406	David Bey Day (319) 365-0551 Night (319) 362-8199
ELECTRIC PUMP & TOOL 4280 NE 14th St. Des Moines, IA 50313	Chad Sparks (local rep) Office (515) 265-2222 Cell (515) 707-1292
GREINER IMPLEMENT Co. Constr., Inc. 10845 73rd St. Ottumwa, IA 52501	Greg Greiner Day (641) 683-1691 Night (641) 777-7040
JOHN DEERE OTTUMWA WORKS 928 East Vine St. Ottumwa, IA 52501	Charles Montgomery Day (641) 683-2416 Night (641) 682-0726
NORRIS ASPHALT PAVING Co. PO Box 695 Ottumwa, IA 52501	Dan Roberts Day (641) 682-3427 Night (641) 683-1683
REXCO EQUIPMENT, Inc. 5900 SW 56th St. Des Moines, IA 50321	Jason Piekema Day (515) 287-4910 Cell (515) 238-4825
STAR EQUIPMENT 2960 6th St. SW Cedar Rapids, IA 51406	Brad or Mitch Day/Night (319) 365-5139
WAPELLO COUNTY ENGINEERS OFFICE 536 Mill St. Ottumwa, IA 52501	Dan Terrell Day (641) 684-5425
NICHOLS EQUIPMENT 920 Gateway Dr. Ottumwa, IA 52501	Jordan Isham Day (641) 684-6208 Night (563) 920-5310
SOUTHERN IOWA CRANE SERVICE RR #6, PO Box 228 Ottumwa, IA 52501	Steve Lee Day (641) 683-5087 Night (641) 682-5508
TOWNSEND CRANE 1390 128th Place Wellman, IA 52356	Jim Townsend Cell (319) 330-2975 Night (319) 646-6522

MATERIAL PROVIDER LIST

DOUDS STONE, Inc. PO Box 187 4100 Executive Plaza	Chuck Manson Day (641) 683-1671 Cell (641) 777-2501
MARTIN MARIETTA AGGREGATES 2097 310TH St. Oskaloosa, IA 52577	Day (641) 673-9440
WINN CORP. 2334 Juniper Ave. Fairfield, IA 52556	Terry Winn Day (641) 693-3333 Night (641) 919-1421
Donnie Long 19367 87th St Ottumwa, IA 52501	Donnie Long Home: 641-814-3081 Cell: 641-799-0633

EQUIPMENT LIST

EQUIPMENT TYPE	MODEL	CONTRACTOR
AIR COMPRESSOR	INGERSOLL 125	CHRISTY
	185 SOLAR AIR	DC CONCRETE & CONST.
	(Make-Model ??)	DRISH
	INGERSOLL P-185	WAPELLO
BACKHOE	JOHN DEERE 500	CHRISTY
	JOHN DEERE 410	CHRISTY
	CAT 420D	DRISH
	CAT 430E	DRISH
	FORD 555C FRT WHEEL ASST.	WILEY CONSTRUCTION
BOOM TRUCK	38 TON 127' BOOM	TOWNSEND
	50 TON, 50' BOOM, 16' JIB, DIESEL	TOWNSEND
BULLDOZER	JOHN DEERE 650J (20K)	DC EXCAVATION
	D6C	DRISH
	D6T1R	DRISH
	D6T#2	DRISH
	D6T#3	DRISH
	D7R	DRISH
	JOHN DEERE450K LGP	NICHOLS
	JOHN DEERE 650K LGP	NICHOLS
	JOHN DEERE 700K LGP (D6K)	NICHOLS
	JOHN DEERE 750K LGP (D6N)	NICHOLS
	JOHN DEERE 850K LGP (D6R/D6T)	NICHOLS
	CAT D5	WAPELLO
COMPACTOR	CP563 PACKER VIBRATING COMPACTOR	DRISH
CRANE	GROVE HYDRAULIC-40 TON, 140' REACH	SOUTHERN IOWA
	GROVE HYDRAULIC-15 TON, 85' REACH	SOUTHERN IOWA
	GROVE-40 TON, 105' BOOM, 52' JIB	TOWNSEND
	GROVE-50 TON, 110' BOOM, 56' JIB	TOWNSEND
	LINK BELT-70 TON, 115' BOOM, 60' JIB	TOWNSEND
	TEREX-90 TON, 139' BOOM, 57' JIB	TOWNSEND

	GROVE-100 TON, 148' BOOM, 56' JIB	TOWNSEND
	GROVE-115 TON, 140' BOOM, 88' JIB	TOWNSEND
	GROVE RT 635C-35 TON, 105' BOOM, 52' JIB	TOWNSEND
	GROVE RT 635C-35 TON, 105' BOOM, 52' JIB	TOWNSEND
	GROVE 540E-40 TON, 102' BOOM, 45' JIB	TOWNSEND
	GROVE HL150T-150 TON, 180' BOOM, 60' JIB	TOWNSEND
	8.5 TON, 32' BOOM, 10' JIB, PROPANE (carry deck)	TOWNSEND
	8.5 TON, 32' BOOM, 10' JIB, PROPANE (carry deck)	TOWNSEND
	BRODERSON-15 TON, 50' BOOM, 16' JIB, DIESEL	TOWNSEND
	2000 FORD F550 SD UTILITY TRUCK W/BOOM	WAPELLO
DISC	10 FOOT	DC EXCAVATION
	DISC	DRISH
	TBW-20 OFFSET DISC	WAPELLO
DITCH BOX	8' X 16' TRENCH BOX	DC CONCRETE & CONST.
	10' X 10' MANHOLE BOX	DC CONCRETE & CONST.
DRAG LINE		
DUMP TRUCK	KENWORTH 15 TON TANDEM	DC CONCRETE & CONST.
	PETERBILT 15 TON TANDEM	DC CONCRETE & CONST.
	TANDEM W/CHEATER	DC EXCAVATION
	STERLING CAT	DRISH
	STERLING	DRISH
	2003 STERLING	DRISH
	1999 STERLING	DRISH
	2007 MACK	DRISH
	2005 MACK VISION	DRISH
	2006 STERLING	DRISH
	VOLVO OFF ROAD	DRISH
	FREIGHTLINER	DRISH
	2002 INTERNATIONAL 7300-SINGLE	WAPELLO
	2002 INTERNATIONAL 7300-SINGLE	WAPELLO
	2002 INTERNATIONAL 7400-SINGLE	WAPELLO
	2006 INTERNATIONAL 7500-TANDEM	WAPELLO
	2020 INTERNATIONAL HV507 SFA-TANDEM	WAPELLO
	2020 INTERNATIONAL HV507 SFA-TANDEM	WAPELLO

	2020 INTERNATIONAL HV507 SFA-TANDEM	WAPELLO
	2020 INTERNATIONAL HV507 SFA-TANDEM	WAPELLO
	2020 INTERNATIONAL HV507 SFA-TANDEM	WAPELLO
	FREIGHTLINER TANDEM AXLE	WILEY CONSTRUCTION
EXCAVATOR	VOLVO ECR88	DC CONCRETE & CONST.
	VOLVO ECR88	DC CONCRETE & CONST.
	JOHN DEERE 160G (40K)	DC EXCAVATION
	CAT 323FL	DRISH
	CAT 330L	DRISH
	CAT 335 FL	DRISH
	HITACHI 225C	DRISH
	HITACHI 350Z	DRISH
	JOHN DEERE 135G (30-40K)	DRISH
	YANMAR V1O50-6A MINI	DRISH
	YANMAR V1O75	DRISH
	YANMAR V1O80	DRISH
	YANMAR V1O80	DRISH
	YANMAR SV100 MINI	DRISH
	BOBCAT E10 (1-5K)	NICHOLS
	JOHN DEERE 17G (1-5K)	NICHOLS
	JOHN DEERE 26G (5-7K)	NICHOLS
	BOBCAT E35 (7-10K)	NICHOLS
	JOHN DEERE 35G (7-10K)	NICHOLS
	BOBCAT E55 (10-13K)	NICHOLS
	JOHN DEERE 50G (10-13K)	NICHOLS
	JOHN DEERE 60G (13-16K)	NICHOLS
	BOBCAT E8S (16-20K)	NICHOLS
	JOHN DEERE 85G (16-20K)	NICHOLS
	CAT 314D (30-40K)	NICHOLS
	JOHN DEERE 135G (30-40K)	NICHOLS
	JOHN DEERE 210 (40-50K)	NICHOLS
	JOHN DEERE 225GLC (50-60K)	NICHOLS
	JOHN DEERE 350GLC (60-80K)	NICHOLS
	JOHN DEERE 470 (100-120K)	NICHOLS

	210 LONG REACH EXCAVATOR	NICHOLS
	2018 CAT 320-07	WAPELLO
	2014 CAT M318D (RUBBER TIRE)	WAPELLO
	BOBCAT 337 MINI EXCAVATOR	WILEY CONSTRUCTION
	CAT 308	WILEY CONSTRUCTION
FARM TRACTOR	KUBOTA L3800 (W/TILLER)	DRISH
	IHC 186 CONVEYOR TRACTOR HYDRO	DRISH
	CASE MX285	DRISH
	JOHN DEERE 9520	DRISH
	1994 CASE-IH 5230	WAPELLO
	2001 CASE-IH MX100	WAPELLO
	2003 CASE-IH MXM130	WAPELLO
	2005 CASE-IH MXM130	WAPELLO
	2006 CASE-IH MXM130	WAPELLO
	2010 CASE-IH MAXXUM 125V	WAPELLO
	2014 CASE-IH MAXXUM 140T4	WAPELLO
	2018 CASE-MAXXUM 135	WAPELLO
	2020 CASE-MAXXUM 145	WAPELLO
	2015 JOHN DEERE 6130M	WAPELLO
	2017 JOHN DEERE 6130M	WAPELLO
GENERATOR		CHRISTY
		CHRISTY
	DIESEL, PULL BEHIND	DC CONCRETE & CONST.
	3.6KW GENERATOR, GAS	NICHOLS
	6.0KW GENERATOR, GAS	NICHOLS
	SVC. TRK W/ WLDR, AIR COMP., 3200LB CRANE	WILEY CONSTRUCTION
EMERG. LIGHTING		
LOADER	JOHN DEERE 624K	DRISH
	CAT 953D (TRACK)	NICHOLS
	CAT 963D (TRACK)	NICHOLS
	JOHN DEERE 544K	NICHOLS
	JOHN DEERE 624K	NICHOLS
	JOHN DEERE 644K	NICHOLS

	2015 JOHN DEERE 544K	WAPELLO
	KUBOTA SV1 75 COMPACT TRACK LOADER	WILEY CONSTRUCTION
MOTOR GRADER	CAT 12E PATROL	DRISH
	1996 CAT 140G	WAPELLO
	1996 CAT 140G	WAPELLO
	2003 CAT 140H	WAPELLO
	2010 CAT 140M	WAPELLO
	2015 CAT 12M3	WAPELLO
	2015 CAT 12M3	WAPELLO
	2010 JOHN DEERE 770G	WAPELLO
	2010 JOHN DEERE 770G	WAPELLO
	2015 JOHN DEERE 770G	WAPELLO
	2020 JOHN DEERE 772GP	WAPELLO
	2020 JOHN DEERE 772GP	WAPELLO
PAVEMENT BREAKER	CONCRETE BREAKER FOR SKIDLOADER	DC CONCRETE & CONST.
	JACK HAMMER	DC EXCAVATION
	ELECTRIC JACK HAMMER	NICHOLS
PUMP		
	2" TRASH PUMP	DC CONCRETE & CONST.
	4" TRASH PUMP	DC CONCRETE & CONST.
	2" SUBMERSIBLE	NICHOLS
	2" TRASH PUMP	WILEY CONSTRUCTION
	3" TRASH PUMP	WILEY CONSTRUCTION
ROLLER	PULL BEHIND PNUEMATIC WHEEL COMPACTOR	DC CONCRETE & CONST.
	SMOOTH DRUM	DC CONCRETE & CONST.
	2012 WACKER SMOOTH DRUM	DRISH
	SD100 INGERSOLL SMOOTH DRUM	DRISH
	TRENCH ROLLER 36"	NICHOLS
	SMOOTH DOUBLE DRUM 40"	NICHOLS
	SMOOTH DOUBLE DRUM 48"	NICHOLS
	SMOOTH DRUM 54"	NICHOLS
	SMOOTH DRUM 66"	NICHOLS
	SMOOTH DRUM 84"	NICHOLS

	1975 WESTERN R2000	WAPELLO
	WRT PT-15	WAPELLO
SCRAPER	108 SCRAPER	DRISH
	114 AC SCRAPER	DRISH
	314 AC SCRAPER	DRISH
SKIDLOADER	TAKEUCHI TL10	DC CONCRETE & CONST.
	CASE 90XT (WHEEL) (STEEL TRACKS)	DC EXCAVATION
	JOHN DEERE 323E	DRISH
	JOHN DEERE 333G	DRISH
	TAKEUCHI TL130	DRISH
	TAKEUCHI TL150 SKID STEER	DRISH
	TAKEUCHI TL12 TRACK LOADER	DRISH
	BOBCAT S510 (0-60HP) (WHEEL)	NICHOLS
	JOHN DEERE 320 (61-70HP) (WHEEL)	NICHOLS
	JOHN DEERE 324G (71-80HP) (WHEEL)	NICHOLS
	BOBCAT S650 (71-80HP) (WHEEL)	NICHOLS
	BOBCAT S750 (81-100HP) (WHEEL)	NICHOLS
	MINI TRACK LOADER CTX50 (0-60HP) (TRACKED)	NICHOLS
	MINI TRACK LOADER MT55 (0-60HP) (TRACKED)	NICHOLS
	MINI TRACK LOADER MT85 (0-60HP) (TRACKED)	NICHOLS
	JOHN DEERE 317G (61-70HP) (TRACKED)	NICHOLS
	BOBCAT T595 (61-70HP) (TRACKED)	NICHOLS
	JOHN DEERE 325G (71-80HP) (TRACKED)	NICHOLS
	BOBCAT T650 (71-80HP) (TRACKED)	NICHOLS
	JOHN DEERE 333G (81-100HP) (TRACKED)	NICHOLS
	BOBCAT T870 (81-100HP) (TRACKED)	NICHOLS
	2016 CAT 299D2 (TRACKED)	WAPELLO
SHEEP'S FOOT	BOMAG 213	DRISH
	PAD FOOT DRUM 54"	NICHOLS
	PAD FOOT DRUM 66"	NICHOLS
	PAD FOOT DRUM 84"	NICHOLS
SHEET PILING		

TRAILER	TRACTOR-TRAILER,LOWBOY	DC EXCAVATION
	TANDEM TRAILER-25 TON	DC EXCAVATION
	1995 MACK LOWBOY-27 TON (TRAIL KING)	DRISH
	20' CARHAULER (16K)	NICHOLS
	14' DUMP (14K)	NICHOLS
	32' GOOSENECK (20K)	NICHOLS
	TRACTOR-TRAILER, 60 TON LOWBOY	TOWNSEND
	TRACTOR-TRAILER, 60 TON LOWBOY	TOWNSEND
	1999 SEMI TRUCK TRACTOR-	WAPELLO
	2020 INTERATIONAL LT625 6 X 4 SEMI	WAPELLO
	1996 GRAVEL TRAILER	WAPELLO
	2000 DYNAWELD LOWBOY	WAPELLO
	2004 EQUIPMENT TRAILER	WAPELLO
	2015 FLATBED GOOSENECK TRAILER	WAPELLO
	LANDOLL BELLY DUMP	WAPELLO
	14000LB UTILITY EQUIP TRAILER	WILEY CONSTRUCTION
	24000LB PINTLE HITCH TRAILER	WILEY CONSTRUCTION
TRENCHER	VERMEER T-450	DRISH
	RIDE ON RT45	NICHOLS
	WALK BEHIND W/ TRAILER-TRACKED	NICHOLS
	DITCH WITCH 1220 DIRECTION DRILL	WILEY CONSTRUCTION
	VERMEER V5500 COMB. TRENCHER/PLOW	WILEY CONSTRUCTION
WELL POINTS		
WACKERS	PLATE COMPACTORS	NICHOLS
	WACKER COMPACTION RAMMERS	NICHOLS

CITY WPCF PUMP STATIONS

Station Name	Pump Brand	Pump Model	Motor Brand	Motor Model
Airport - Main # 1	Flygt	3170	Flygt	3170.180-5137
Airport - Main # 2	Flygt	3170	Flygt	3170.180-5137
Airport - Main # 3	Flygt	3170	Flygt	3170.180-5137
Airport - South # 1	Pump-Ex	K100	Pump-Ex	KP104
Airport - South # 2	Pump-Ex	K100	Pump-Ex	K100
Alta Vista – N	Flygt		Flygt	
Alta Vista – S	Fairbanks		Empo	40332
Barton's Branch	Flygt	CP-3152	Flygt	
Brentwood South	Empo Flygt	3102	Empo Flygt	40332 3102
Cambridge Court - #1 North	Flygt	CP-3127	Flygt	
Cambridge Court - #2 South	Flygt	CP-3127	Flygt	
Crestview - North ?	Empo		Empo	40344
Crestview - South ?	Empo		Empo	40314
Elm Street #1 (West VFD) ?	Flygt	CT-3306/665	Flygt	CT3306/665
Elm Street #3 (East VFD) ?	Flygt	CT-3306/665	Flygt	CT3306/665
Elm Street # 2 (Contactor) ?	Flygt	CT-3306/665	Flygt	CT3306/665
Elm Street # 4 (Diesel/elec)	Allis-Chalmers		Allis-Chalmers	250
Fairport-Sanitary- North	Empo	400R2-9-061	Empo/Cornell	400P2-9X061-002
Fairport-Sanitary- South	flygt	CP-3127	Flygt	
Fairport-Storm	Flygt	CP3140	Flygt	3140.180-656
Finley Storm #1 (West)	Fairbanks	B3912	Fairbanks Morse	6360
Finley Storm # 2	Fairbanks	B3912	Fairbanks Morse	6360
Finley Storm # 3 (East)	Fairbanks	B3912	Fairbanks Morse	6360
Grandview - West	Flygt	CP-3201	Flygt	3201
Grandview - East	Flygt	CP-3201	Flygt	3201
K-Mart - North	Flygt	NP-3153	Flygt	3153

K-Mart - South	Flygt	NP-3153	Flygt	3153
Lagoon Storm Station- East	Flygt		Flygt	705.000-5094
Lagoon Storm Station- West	Flygt		Flygt	705.000-5094
Madison - West	Flygt	CT-3127	Flygt	3127
Madison - East	Flygt	CT-3127	Flygt	3127
Mary St. Storm		Diesel	Fairbanks Morse	6360
Mary & Madison (Green Country)	Flygt	CP-3152	Flygt	
Mary & Madison (Green Country)	Flygt	CP-3152	Flygt	
Midwest Little League	Empo			
Milner & Finley	Empo	400947E05H	Empo/Cornell	
Milner & Finley	Empo	400947E05H ?	Empo/Cornell	
Moore St.- Sanitary	Flygt	3127	Flygt	3127.180-0330962
Moore St.- Sanitary	Flygt	3127	Flygt	3127.180-0330962
Moore St.- Storm	Fairbanks		Fairbanks/Morse	8211
O.A.D.C. -East	Fairbanks	P21G5110CAZ	Fairbanks/Morse	5400 B-V
O.A.D.C. - West	Fairbanks	P21G5110CAZ	Fairbanks/Morse	5400 B-V
Orchard Storm - Diesel-FM	Fairbanks	49B4 1/2	Fairbanks/Morse	6360
Orchard Storm - Diesel -JD	John Deere		Fairbanks/Morse	6360
Ottumwa Park #2 Babe Ruth #1	Ebara	80DLMFU62.2	Ebara	800MF662.22
Ottumwa Park #3 Babe Ruth #2	Ebara	80DLMFU62.2	Ebara	800MF662.22
Quail Creek	Hydromatic		Hydromatic	
Quail Creek	Hydromatic		Hydromatic	
Quincy Storm	U.S. Electric		Cascade	20AP Axial Flow
Quincy Storm- Sump			Empo/Cornell	
Richmond-West	Flygt	CP-3152	Flygt	
Richmond-East	Flygt	CP-3152	Flygt	
Rochester - East	Matrathon	215TGVC	Fairbanks/Morse	DVM2157

Rochester - West	Reliance		Fairbanks/Morse	5432B
Silk & James Storm -West	Flygt	CP-3152	Flygt	CP-3152
Silk & James Storm - East	Flygt	CP-3152	Flygt	CP-3152
Union Park Station	Flygt	NP3102LT	Flygt	3102.180-0220510
Walnut Storm	Fairbanks	F355725	Fairbanks/Morse	6360
Walnut Storm - Diesel	Fairbanks	49B4 1/2	Fairbanks/Morse	6300

BLANK MEGGER REPORT

CITY of OTTUMWA

WATER POLLUTION CONTROL

STORM PUMP MOTOR MEGGING

STATIONS	Date	Pump	Meg Results	INT.
FINLEY				
WALNUT				
QUNICY				
FAIRPORT				
UNION PARK				
LAGOON				

SEEPAGE

Seepage is percolation of water through or under a levee, generally appearing first at the landside toe. Seepage through the levee is applicable only to a relatively pervious section. Seepage, as such, is generally not a problem unless 1) the landward levee slope becomes saturated over a large area; 2) seepage water is carrying material from the levee; or 3) pumping capacity is exceeded. Seepage which causes severe sand boils is covered in the section below. Seepage is difficult to eliminate, an attempts to do so may create a much more severe condition. Pumping of seepage should be held to a minimum, based on the maximum ponding elevation without damages. Seepage should be permitted if no apparent ill-effects are observed, and if adequate pumping capacity is available. If seepage causes sloughing of the landward slope, it should be flattened to an IV on 4H maximum. Material for flattening should be a t least as pervious as the embankment material.

SAND BOILS

a. Description: A sand boil is the rupture of the top foundation stratum landward of a levee caused by excess hydrostatic head in the substratum. Even when a levee is properly constructed and of such mass to resist the destructive action of floodwater, water may seep through a sand or gravel stratum under the levee and break through the ground surface on the landside in the form of bubbling springs. When such eruptions occur, a stream of water bursts through the ground surface, carrying with it a volume of sand or silt which is distributed around the hole. A sand boil may eventually discharge relatively clear water, or the discharge may contain quantities of sand and silt, depending upon the magnitude of pressure and the size of the boil. They usually occur within 10 to 300 feet from the landslide toe of the levee, and in some instances have occurred up to 1,000 feet away.

b. Destructive Action: Sand boils can produce three distinctly different effects on a levee, depending upon condition of flow under the levee.

c. Piping Flow: Piping is the active erosion of subsurface material as a result of substratum pressure and concentration of seepage in the localized channels. The flow breaks out at the landside toe in the form of one or more large sand boils. Unless checked, this flow causes the development of a cavern under the levee, resulting in the subsidence of the levee and possible overtopping. This case can be easily recognized by the slumping of the levee crown.

d. Non-Piping Flow: In this case, the water flows under pressure beneath the levee without following a defined path, as in the case above. This flow results in one or more boils outcropping at or near the landside toe. The flow from these boils tends to

undercut and ravel the landside toe, resulting in sloughing of the landward slope. Evidence of this type of failure is found in undercutting and raveling at the landside toe.

e. Saturating Flow: In this case, numerous small boils, many of which are scarcely noticeable, outcrop at or near the landside toe. While no boil may appear to be dangerous in itself, the consequence of the group of boils may cause flotation ("quickness") of the soil, thereby reducing the shearing strength of the material at the toe, where maximum shearing stress occurs, to such an extent that failure of the slope through sliding may result.

f. Combating Sand Boils: All sand boils should be watched closely, especially those within 100 feet of the toe of the levee. All boils should be conspicuously marked with flagging so that patrols can locate them without difficulty and observe changes in their condition. A sand boil which discharges clear water in a steady flow if usually not dangerous to the safety of the levee. However, if the flow of water increases and the sand boil begins to discharge material, corrective action should be undertaken immediately. The accepted method of treating sand boils is to construct a ring of sandbags around the boil, building up a head of water within the ring sufficient to check the velocity of flow, thereby preventing further movement of sand and silt. See plate 5 for technique in ringing a boil. Actual conditions at each sand boil will determine the exact dimensions of the ring. The diameter and height of the ring depend on the size of the boil and the flow or water from it. In general, the following considerations should control: 1) the base width of the sandbag section should be no less than 1 ½ times the contemplated height; 2) include weak ground near the boil within the ring, thereby preventing a break through later; and 3) the ring should be of sufficient size to permit sacking operations to keep ahead of the flow of water. The height of the ring should only be that necessary to stop movement of soil, and not as high as to completely eliminate seepage. The practice of carrying the ring to the river elevation is not necessary and may be dangerous in high stages. If seepage flow is completely stopped, a new boil will likely develop beyond the ring; this boil could then suddenly erupt and cause considerable damage. Where many boils are found to exist in a given area, a ring levee of sandbags should be constructed around the entire area and, if necessary, water should be pumped into the area to provide sufficient weight to counterbalance the upward pressure.

RECOMMENDED FLOOD PROCEDURES AS OF May 2022 Inspections:

October/November of each year a joint inspection by the Engineering Division and personnel from the Rock Island District, U.S. Army Corps of Engineers is conducted. Summer mowing operations and monitoring rodent dens (groundhogs) for gassing and filling in advance of the annual inspection are primary maintenance items for diligence.

In Mid-March, a spring inspection of entire levee system is necessary to assess any winter damages for correction ahead of spring rains. Check pump stations, valves, gatewells for ice damage, driftwood, etc.

Proficiency Drills: Annual drills are to be conducted to retain familiarity with the mechanics and manpower requirements of installing closure structures (removal flood panels) in years when actual need to close did not occur. Sporadic intervals of personnel turnover make drills extremely necessary. Conduct gate closure drills on Northside Interceptor.

Item No. H.-2.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of: Jun 7, 2022

Gene Rathje
Prepared By

Park & Recreation
Department

Gene Rathje
Department Head

City Administrator Approval

AGENDA TITLE: Bids for the Campground Shower House Project
Resolution No. 140-2022

****

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

RECOMMENDATION: Accept the low bid from RG Construction for $573,872 for the Campground Shower House Project.
Pass and adopt Resolution No. 140-2022

DISCUSSION: Willett-Hoffman Architects and City of Ottumwa Staff sent out bids to 11 local contractors for the campground shower house project. 3 bids were received. They are listed below:
1. RG Construction - $573,872
2. Frase Construction - $587,700
3. Christner Co. - $637,950
City Staff recommends accepting the low bid from RG Construction for $573,872. There is $800,000 budgeted for this project. The engineer's cost estimate was $616,000.

Source of Funds: CIP, Grants, ARPA Funds. **Budgeted Item:** ☑ Budget Amendment Needed: No

RESOLUTION #140 -2022

A RESOLUTION APPROVING THE LOW BID FOR THE OTTUMWA PARK CAMPGROUND SHOWER HOUSE PROJECT

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

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

WHEREAS, The City of Ottumwa staff has put the campground shower house project out for bid and 3 bids were received, and,

WHEREAS, The low bid was within the amount that was budgeted for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The low bid from RG Construction for $573,872 be accepted.

APPROVED, PASSED, AND ADOPTED, this 7th day of June, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publis[illegible]r, a newspaper printed in said Wapello County, Iowa and of general circulation there in, an[illegible]

Notice to Bidders
City of Ottumwa

[illegible] hereto attached

was published in said newspaper for 1 consecutive week's to-[illegible]

Subscribed and sworn to before me, and in my presence, by the s[illegible], 2022

TRACI COUNTERMAN
Commission Number 786024
My Commission Expires
September 29, 2023

Notary P[illegible]

In and f[illegible]

Printer's fee $43.26

COPY OF ADVE[illegible]

NEW CAMPGROUND SHOWER HOUSE AND OFFICE WILLETT HOFMANN & ASSOCIATES PROJECT NO. 3011C21 The bids are for a single Prime Contract (general, mechanical, and electrical combined) for the new Campground Shower House and Office Building project. Bids shall be on a lump sum basis; segregated sub-bids will not be accepted. Work is anticipated to commence upon award of contract and be completed by November 30, 2022. A pre-bid conference is scheduled for May 11, 2022 at 10:00 AM at the City Hall Council Chambers, 105 East 3rd Street, Ottumwa, Iowa 52501. A public hearing will be conducted at the City on April 19, 2022 at 5:30 pm, at which time and place any person may appear and file objections to the proposed plans, specifications, form of contract and the estimated cost of said project. Plans and specifications governing the construction of the proposed Work have been prepared by Willett Hofmann & Associates of Cedar Rapids, Iowa. Bidders for the Contract may obtain electronic copies from Willett Hofmann & Associates, and a maximum of two copies of the Bidding Documents by contacting Rapids Reproductions, Cedar Rapids, IA Ph. 319- 364 2473 in accordance with the Instructions to Bidders upon depositing the sum of $50 (written to the City of Ottumwa) or an MBI Plan Deposit card for each set of documents. Documents may also be viewed at the following plan rooms Rapids Reproductions on-line plan room. Construction Update Network. Mbiplanroom-dsm@mbionline.com Bid security in the amount of 10% of the total bid in the form of certified check, credit union share draft, or surety bond written on an original AIA Document A310, Bid Bond is required for this project. The successful bidder will be required to provide surety Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Sum. The award of the contract may be made by the City of Ottumwa to any responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interest of the Owner. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. By order of the City of Ottumwa END OF SECTION **3011C21-OTTUMWA** 00030-1

SECTION 00030 NOTICE TO BIDDERS NOTICE IS HEREBY GIVEN: That sealed bids will be received by The City of Ottumwa, in the City Clerk's Office, City of Ottumwa, until 2:00 p.m. on the 18th day of May, 2022. The bids will be opened shortly thereafter in the First Floor Conference Room, and publicly read by the Architect and Owner. The project consists of the following:

WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING
Serving Our Clients Since 1935

Ament
DESIGN
Engineering • Surveying
Acquired by Willett, Hofmann & Associates, Inc.

May 24, 2022

City of Ottumwa
Mr. Gene Rathje, Parks Director
c/o City Hall
105 E. Third Street
Ottumwa, IA 52501

Re: **Campground Shower House and Office Building-Ottumwa City Park**

Dear Mr. Rathje,

On Wednesday May 18, 3 bids were received for the proposed project. Two of the three bids were found to be in general compliance with the bid instructions; one bid had the wrong bid security percentage listed. The base bids for the project ranged in value from $573,872.00 to $637,950.00. There were no alternate bids for this project. A bid tabulation sheet is included for your reference.

RG Construction LLC of Ottumwa, Iowa submitted the low base bid of **$573,850.00**. The low base bid is below the original cost opinion for this project of $616,000, and the bids are within 12% low-to-high which indicates all the contractors appear to have understood the project fairly equally. Therefore, we would recommend the City of Ottumwa award the contract for this project to **RG Construction LLC.** Further, we also recommend the City consider setting aside an additional contingency amount totaling approximately 3 to 5% of the bid to use for unforeseen conditions as the work proceeds.

We appreciate the opportunity to have provided our professional services to the City and look forward to continuing our relationship.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY _____
Allen M. Varney III, A.I.A.
Architect

Encl.

BID TAB FOR:	Ottumwa Campground Shower House and Office Building

City of Ottumwa Parks Dept
1 Joe Lord Memorial Drive
Ottumwa, Iowa 52501

Bids received at Ottumwa City Hall Council Chambers
Date: May 18, 2022-2 PM

WILLETT HOFMANN & ASSOCIATES

Bidder Name	Bidder Address and Phone	Bid Bond- 10%	Addendum(s)	Base Bid
RG Construction LLC	215 E 4th Street, Ottumwa, Iowa 52501 Ph: 641-954-9898	Incl	1 Ack	**$573,872.00**
Frase Construction Inc	201 S Iowa Ave, Ottumwa, Iowa 52501 Ph:641-684-9773	Incl	1 Ack	**$587,700.00**
Christner Contracting Inc	17587 Hwy 34 and 2937 Oak Meadow Dr, Ottumwa, Iowa 52501 Ph: 641-684-0648	Only 5%	1 Ack	**$637,950.00**

Allen M. Varney III, AIA/Willett Hofmann & Associates

Chris Reinhard

From: Gene Rathje
Sent: Tuesday, May 24, 2022 10:35 AM
To: Chris Reinhard
Subject: FW: Ottumwa Shower House
Attachments: Bid Recommendation-5-24-22 Ottumwa Shower House.pdf; Bid Tab-Ottumwa Shower House-5-18-22.pdf

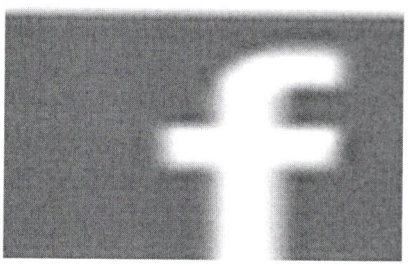
From: Allen Varney <avarney@willetthofmann.com>
Sent: Tuesday, May 24, 2022 9:43 AM
To: Gene Rathje <rathjeg@ottumwa.us>
Cc: Thomas Houck <thouck@willetthofmann.com>
Subject: Ottumwa Shower House

Gene, for your use as you may need, attached is a bid recommendation letter and bid tab for the shower house project. Let us know if you need anything further.
Thanks, Al

Allen Varney, AIA
Architect

T: (319) 378-1401 Ext. 114
F: (319) 378-1975

625 32nd Ave. SW
Cedar Rapids, IA 52404



WillettHofmann.com *Serving Our Clients Since 1935*

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dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

DOCUMENT 00410
BID FORM

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

BID TO: City of Ottumwa
105 East 3rd Street
Ottumwa, Iowa 52501

BID FROM: RG CONSTRUCTION

NOTE: Submit two copies of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted.
Submit Bid Security, if required, in separate envelope.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Notice and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.

2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Notice and Instruction to Bidders.

3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date	Number
5/13/2022	1

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

5. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6. BIDDER will complete the Work in accordance with the Contract Documents for the prices indicated on the Document 00420, Schedule of Bid Prices.

7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on the Schedule of Bid Prices, unit price shall govern.

8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Notice and Instruction to Bidders.

9. BIDDER certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization or corporation bidding on the work.

10. Provide the Bid Security in a separate sealed envelope and made a condition of this bid.

11. This Bid is submitted on May 18, 2022.

12. State Contractors License No. C114908

13. Complete the applicable item(s) listed below. If an "agent" of BIDDER submits this bid, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By _____
(signature of individual) (type or print name)

Doing Business as: _____

Business Address: _____

Phone Number: _____

A Partnership

Firm Name: _____

_____
(Signature of general partner) (type or print name)

Business Address: _____

Phone Number: _____

A Corporation

Corporation Name: RG CONSTRUCTION, LLC

State of Incorporation: IOWA

_____ ROD GROOMS
(Signature of person authorized to sign) (type or print name)

Attest: _____

Business Address: 215 EAST 4TH STREET, OTTUMWA, IA 52501

Phone Number: 641.954.9898

END OF DOCUMENT 00410

DOCUMENT 00420
SCHEDULE OF BID PRICES

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

BIDDER: RG CONSTRUCTION

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

BASE BID

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

five hundred seventy-three thousand, eight hundred seventy-two Dollars
($ 573,872.—)

DOCUMENT 00421 OTTUMWA PROPOSAL FORM
CITY OF OTTUMWA, IOWA

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

PROPOSAL FOR CAMPGROUND SHOWER HOUSE AND OFFICE BUILDING

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

$573,872.—
TOTAL CASH PRICE FOR PROJECT

1 year
WARRANTY, (as listed in the general conditions)

Completed by 11/30/2022
PROJECT MUST BE COMPLETED BY November 30, 2022

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

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

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

RG Construction
Name of Company

641.954.9878
Phone Number

Rod Grooms
Printed Name

By
Authorized Signature

05/18/2022
Date

Owner
Title

3011C21-
OTTUMWA

Copy 1

DOCUMENT 00410
BID FORM

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

BID TO: City of Ottumwa
105 East 3rd Street
Ottumwa, Iowa 52501

BID FROM: Frase Construction, Inc.

NOTE: Submit two copies of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted.
Submit Bid Security, if required, in separate envelope.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Notice and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.

2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Notice and Instruction to Bidders.

3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date	Number
5/13/22	1

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

5. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6. BIDDER will complete the Work in accordance with the Contract Documents for the prices indicated on the Document 00420, Schedule of Bid Prices.

7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on the Schedule of Bid Prices, unit price shall govern.

8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Notice and Instruction to Bidders.

9. BIDDER certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization or corporation bidding on the work.

DOCUMENT 00410
BID FORM

10. Provide the Bid Security in a separate sealed envelope and made a condition of this bid.

11. This Bid is submitted on May 18, 2022.

12. State Contractors License No. C101969

13. Complete the applicable item(s) listed below. If an "agent" of BIDDER submits this bid, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By _____
(signature of individual) (type or print name)

Doing Business as: _____

Business Address: _____

Phone Number: _____

A Partnership

Firm Name: _____

_____
(Signature of general partner) (type or print name)

Business Address: _____

Phone Number: _____

A Corporation

Corporation Name: Frase Construction, Inc.

State of Incorporation: Iowa

_____ Jeremy Frase
(Signature of person authorized to sign) (type or print name)

Attest: _____

Business Address: 201 S. Iowa Ave. Ottumwa, IA 52501

Phone Number: 641-684-9773

END OF DOCUMENT 00410

DOCUMENT 00420
SCHEDULE OF BID PRICES

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

BIDDER: Frase Construction, Inc.

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

BASE BID

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

five hundred eighty-seven thousand seven hundred Dollars
($587,700.00)

DOCUMENT 00421 OTTUMWA PROPOSAL FORM
CITY OF OTTUMWA, IOWA

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

PROPOSAL FOR CAMPGROUND SHOWER HOUSE AND OFFICE BUILDING

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

$587,700.00
TOTAL CASH PRICE FOR PROJECT

Standard 1-year warranty from substantial completion date as listed in the project plans.
WARRANTY, (as listed in the general conditions)

Project to be completed by November 30, 2022.
PROJECT MUST BE COMPLETED BY November 30, 2022

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

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

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

Fraze Construction, Inc.
Name of Company

641-684-9773
Phone Number

Jeremy Fraze
Printed Name

By
Authorized Signature

5/18/22
Date

Owner
Title

3011C21-
OTTUMWA

DOCUMENT 00410
BID FORM

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

BID TO: City of Ottumwa
105 East 3rd Street
Ottumwa, Iowa 52501

BID FROM: Christner Contracting Inc.

NOTE: Submit two copies of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted.
Submit Bid Security, if required, in separate envelope.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Notice and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.

2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Notice and Instruction to Bidders.

3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date	Number
5/13/22	1

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

5. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6. BIDDER will complete the Work in accordance with the Contract Documents for the prices indicated on the Document 00420, Schedule of Bid Prices.

7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on the Schedule of Bid Prices, unit price shall govern.

8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Notice and Instruction to Bidders.

9. BIDDER certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization or corporation bidding on the work.

DOCUMENT 00410
BID FORM

10. Provide the Bid Security in a separate sealed envelope and made a condition of this bid.

11. This Bid is submitted on May 18th, 2022.

12. State Contractors License No. C101530

13. Complete the applicable item(s) listed below. If an "agent" of BIDDER submits this bid, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By N/A
(signature of individual) (type or print name)

Doing Business as: N/A

Business Address: N/A

Phone Number: N/A

A Partnership

Firm Name: N/A

N/A
(Signature of general partner) (type or print name)

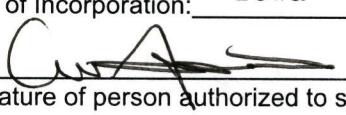
Business Address: N/A

Phone Number: N/A

A Corporation

Corporation Name: Christner Contracting Inc.

State of Incorporation: Iowa


Anthony Christner
(Signature of person authorized to sign) (type or print name)

Attest:

Business Address: 17587 Hwy 34 AND 2937 Oak Meadow Drive Ottumwa, IA

Phone Number: 641.684.0648

END OF DOCUMENT 00410

DOCUMENT 00420
SCHEDULE OF BID PRICES

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

BIDDER: Christner Contracting Inc.

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

BASE BID

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

Six hundred thirty-seven thousand nine hundred fifty and no/100 Dollars
($ 637,950)

**3011C21-
OTTUMWA**

DOCUMENT 00421 OTTUMWA PROPOSAL FORM
CITY OF OTTUMWA, IOWA

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

PROPOSAL FOR CAMPGROUND SHOWER HOUSE AND OFFICE BUILDING

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

$637,950.00
TOTAL CASH PRICE FOR PROJECT

Noted- A.C.
WARRANTY, (as listed in the general conditions)

Noted- A.C.
PROJECT MUST BE COMPLETED BY November 30, 2022

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

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

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

Christner Contracting Inc.
Name of Company

641.684.0648
Phone Number

Anthony Christner
Printed Name

By
Authorized Signature

5.18.22
Date

Owner/CEO
Title

3011C21-OTTUMWA

Item No. H.-3.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: June 7, 2022

Alicia Bankson
Prepared By

Engineering
Department

Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #143-2022. Awarding the contract for the Catch Basin Replacement Program 2022.

****

☐ **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 #143-2022.

DISCUSSION: This is our annual catch basin project and will reconstruct and raise catch basin wells with new grates as indicated on plans and specifications. Basins are located on various streets located within the City of Ottumwa.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on May 25, 2022 at 2:00 p.m. One (1) bid was received. The low bidder is DC Concrete and Construction of Douds, Iowa in the amount of $55,187.50.

Bid Tab and Plan Holders List are attached.

Budgeted - $50,000.00

Any additional funds will come from sewer fund balance.

Source of Funds: Sewer Fund Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #143-2022

A RESOLUTION AWARDING THE CONTRACT FOR THE
CATCH BASIN REPLACEMENT PROGRAM 2022

WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, DC Concrete and Construction of Douds, Iowa in the amount of $55,187.50.

APPROVED, PASSED, AND ADOPTED, this 7th day of June, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

BID TABULATION FOR

Catch Basin Replacement Program 2022

5/25/2022

ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE QTY	CONSTRUCTION ESTIMATE UNIT PRICE	CONSTRUCTION ESTIMATE EXTENSION	DC CONCRETE UNIT PRICE	DC CONCRETE EXTENSION
1	INTAKE-TYPE SW-501, NEW CATCH BASIN, NEW FRAME	EA	7	$ 5,450.00	38,150.00	$ 5,900.00	41,300.00
2	CURB AND GUTTER, PCC, 3.5' MAX. WIDTH	LF	40	$ 90.00	3,600.00	$ 80.00	3,200.00
3	FULL DEPTH PATCHES	SY	35	$ 110.00	3,850.00	$ 135.00	4,725.00
4	PAVEMENT REMOVAL	SY	35	$ 40.00	1,400.00	$ 27.50	962.50
5	TRAFFIC CONTROL	LS	1	$ 3,000.00	3,000.00	$ 5,000.00	5,000.00
	TOTAL				**50,000.00**		**55,187.50**

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION
OF THE BIDS RECEIVED AT 2:00 P.M. ON 5-25-2022
BY:

PLAN HOLDERS LIST

Catch Basin Replacement Program 2022
Ottumwa, Iowa 52501

Engineer's Estimate: $50,000.00

Bids Received:

Plan Deposit: $40.00 ($40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	**DC Concrete & Construction** 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	Emailed 5/4/2022			
2	**Drish Construction** 1701 S. Main St. Fairfield, IA 52556 drish.mirandao@gmail.com	641-722-3557	City Website 5/9/2022			
3	**Pillar Inc** 318 Larson Dr Huxley, IA 50124 bids@pillariowa.com	515-203-0526	City Website 5/7/2022			
4						
5						
6						
7						
8						
9						
	Master Builders 221 Park Street Des Moines, IA 50309 cadams@mbioline.com	800-362-2578 515-288-8718	Emailed 5/4/2022			
	City of Ottumwa 105 E Third Ottumwa, IA 52501	641-683-0680	Emailed 5/4/2022			

Item No. H.-4.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: June 7, 2022

Alicia Bankson
Prepared By

Engineering
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #144-2022. Awarding the contract for the Sanitary Utility Access Program 2022.

****

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

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

RECOMMENDATION: Pass and adopt Resolution #144-2022.

DISCUSSION: This project will place sanitary utility access in existing sanitary sewer lines and associated patch work. Manholes will be placed at locations that have either limited access points or problem areas prone to plugging causing increased cleaning maintenance.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on May 25, 2022 at 2:00 p.m. One (1) bid was received. The low bidder is DC Concrete and Construction of Douds, Iowa in the amount of $56,600.00.

Bid Tab and Plan Holders List are attached.

Budgeted: $50,000.00

Source of Funds: Sewer Fund Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #144-2022

A RESOLUTION AWARDING THE CONTRACT FOR THE
SANITARY UTILITY ACCESS PROGRAM 2022

WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, DC Concrete and Construction of Douds, Iowa in the amount of $56,600.00.

APPROVED, PASSED, AND ADOPTED, this 7th day of June, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christa Ruhland

Christina Reinhard, City Clerk

BID TABULATION FOR

Sanitary Utility Access Program 2022

5/25/2022

ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE QTY	UNIT PRICE	EXTENSION	DC CONCRETE UNIT PRICE	DC CONCRETE EXTENSION
1	REPLACEMENT OF UNUITABLE BACKFILL MATERIAL	CY	100	$ 42.00	4,200.00	$ 30.00	3,000.00
2	MANHOLE, SANITARY SEWER, 48" DIAMTER, SW-303	VF	25	$ 550.00	13,750.00	$ 750.00	18,750.00
3	FULL DEPTH PATCHES	SY	150	$ 95.00	14,250.00	$ 98.00	14,700.00
4	REMOVAL OF PAVEMENT	SY	150	$ 15.00	2,250.00	$ 15.00	2,250.00
5	TRAFFIC CONTROL	LS	1	$ 3,500.00	3,500.00	$ 1,500.00	1,500.00
6	CONCRETE BASE FOR MANHOLE OVER EXIST. SAN. SEWER	EA	3	$ 2,350.00	7,050.00	$ 2,800.00	8,400.00
7	MANHOLE ADJUSTMENT, MINOR (INCLUDES BOXOUT)	EA	5	$ 1,000.00	5,000.00	$ 1,600.00	8,000.00
	TOTAL				**50,000.00**		**56,600.00**

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION
OF THE BIDS RECEIVED AT 2:00 P.M. ON 5-25-2022
BY:

PLAN HOLDERS LIST

Sanitary Utility Access Program 2022
Ottumwa, Iowa 52501

Engineer's Estimate: $50,000.00

Bids Received:

Plan Deposit: $40.00 ($40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	**DC Concrete & Construction** 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	Emailed 5/4/2022			
2	**Drish Construction** 1701 S. Main St. Fairfield, IA 52556 drish.mirandao@gmail.com	641-722-3557	City Website 5/9/2022			
3	**Pillar Inc** 318 Larson Dr Huxley, IA 50124 bids@pillariowa.com	515-203-0526	City Website 5/7/2022			
4						
5						
6						
7						
8						
9						
	Master Builders 221 Park Street Des Moines, IA 50309 cadams@mbioline.com	800-362-2578 515-288-8718	Emailed 5/4/2022			
	City of Ottumwa 105 E Third Ottumwa, IA 52501	641-683-0680	Emailed 5/4/2022			

Item No. H.-5.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: June 7, 2022

Kelly Blankenship
Prepared By

Public Works Department
Department

Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #145-2022. Approve purchase of an Elgin Pelican Street Sweeper in the amount of $199,611.00 from MacQueen Equipment.

****

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

RECOMMENDATION: Pass and adopt Resolution #145-2022.

DISCUSSION: This purchase is to replace an existing Elgin Street Sweeper #150 that was purchased in 2016. Street Sweepers are on a 5 year replacement schedule. This unit was evaluated on 9/28/21 with a recommendation to be replaced. The Fleet Committee agreed with the recommendation at its meeting held on 11/30/21. Specs and costs were later approved at the Fleet Committee Meeting held on May 18, 2022.

Bids were solicited and MacQueen Equipment submitted the only bid of $246,411.00 with a trade in value of $50,000.00 for the existing sweeper, leaving a net cost of $196,411.00. On April 1, 2022, the City was made aware of factory surcharge due to increased material costs. The surcharge increased the total by $3,200.00. The new total is $199,611.00.

This is a budgeted item for FY 22/23.

Budgeted Amount: $255,000

Source of Funds: Budgeted Item: Yes Budget Amendment Needed:

RESOLUTION #145-2022

A RESOLUTION APPROVING THE PURCHASE OF AN ELGIN PELICAN STREET SWEEPER IN THE AMOUNT OF $199,611.00 FROM MACQUEEN EQUIPMENT OF ANKENY, IOWA.

WHEREAS, Annual evaluations of the City's equipment were made, and it was recommended that the 2016 Elgin Street Sweeper (#150) was recommended for replacement; and

WHEREAS, This recommendation was presented to, and approved by, the Fleet Committee at its November 30, 2021 meeting; and

WHEREAS, Specifications for the new street sweeper were approved by the Fleet Committee on May 18, 2022; and

WHEREAS, This replacement is budgeted in the 2022/2023 budget cycle.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of an Elgin Street Sweeper from MacQueen Equipment of Ankeny, Iowa for a price of $199,611.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 7th day of June, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

ELGIN®

Subsidiary of Federal Signal Corporation

Pelican®

ELGIN

Built for clean. Backed for life.

PELICAN® - LEGENDARY, DEPENDABLE PERFORMANCE.

To assure that the legendary Elgin Pelican continues to meet the needs of its customers and the industry, Elgin Sweeper raised the bar again and set a new benchmark for the industry standard. Based on a design that has been continually improved since 1914, the newest Pelican model combines maneuverability, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavy, compacted dirt and bulky debris, as well as smaller particles found in the street. If you need an all-around sweeper with incredible digging power the Pelican is the perfect solution.

- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- Improved 360° visibility
- Incredible ease of operation
- Superior durability, stability, and maneuverability
- Easy access for service and maintenance

Customized with your choice of options, the Pelican is a durable, reliable answer to your sweeper needs.

APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology – we take an application-based approach to solving our customers sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right chassis, engine configuration, fuel requirements and options.

POWERFUL SUPPORT

Elgin Sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

UNMATCHED QUALITY

The Pelican has roots dating back to 1914 and has been continuously improved in design and production. Elgin sweepers are manufactured in an ISO:9001 certified manufacturing plant. Products are painted prior to assembly and quality tested. Elgin Pelicans are proudly assembled in the U.S.A. using only the finest materials.

UNIQUE SINGLE-ENGINE THREE-WHEEL DESIGN

The durable purpose-built chassis features a compact frame to maximize maneuverability and position the load low and between front wheels for stability. The high steering angle and tight turning radius allow sweeping extremely close to obstacles and following curb lines.

POWERFUL BROOM SYSTEM

Hydraulically-driven free-floating side and main brooms work as a system to sweep material from the curb and street into the debris hopper. Side brooms protrude up to 13 in (330 mm) beyond the tire to capture more curb debris. The large main broom features variable-speed and down-pressure to adapt to changing conditions and follow road contours.

NO-JAM CONVEYOR

No-Jam Conveyor: The Pelican's standard No-Jam chevron belt conveyor features angled molded-in full width cleats that carry more large debris as well as small fines efficiently into the hopper. The chevron belt provides improved hopper loading, better belt tracking, superior debris pick-up, reduced sticking and quieter operation than other belts. Material loads to the front and center first to allow maximum use of the hopper capacity.

360° VISIBILITY AND OPERATOR ERGONOMICS

The Pelican's isolation-mounted cab provides a clean, quiet, and comfortable environment for the operator. Filtered fresh air conditioning and heater/defroster come standard. Large windows, see-through doors, and full-width windshield allow for 360° degree visibility.

EASY MAINTENANCE

Access to service points is simple with most accessible from ground-level. O-ring face seal hydraulic fittings are used and the electrical system features snap-together connections and color-coded wires for quick identification. The unit is equipped with a combination of in-cab and site gauges to monitor fluid levels.

ECOINFUSED™ TECHNOLOGY

Elgin Sweeper has made advancing the use of cleaner, safer, and more efficient technologies for sweeping roads and streets a priority, with innovations that provide the powerful performance, fuel economy and overall value our municipal and contractor customers demand. Today's environmentally efficient Pelican is designed with exclusive EcoInfused Technology, representing years of unmatched innovation and success combining the science of horsepower management with the ability to do more with less.

EcoInfused Technology

DURABLE, RELIABLE, AND EASY TO USE

DURABLE, PURPOSE-BUILT CHASSIS

The Pelican's heavy-duty construction and compact frame ensures a tight turning radius and years of reliable, low-maintenance operation. A balanced design provides stable sweeping and dumping. The hopper load is positioned low between the two front wheels for stability and safety. The axle support and hopper lift system are integral parts of the chassis.

OUTSTANDING MANEUVERABILITY

The Pelican's high steering angle and tight turning radius allows for quick turns, sweeping extremely close to obstacles and following curbs without climbing or scuffing tires. The dual-tire guide wheel increases stability and steering traction.

EFFICIENT, COMFORTABLE CAB

The clean, quiet and spacious isolation-mounted cab features large windows, wide see-through doors and a full-width windshield for 360° visibility. The center console is easily accessed from both left and right driving positions. Fingertip controls include illuminated and graphically identified gauges and rocker switches.

REAR SUSPENSION

Swing-arm suspension with twin parallel heavy-duty shock absorbing spring coils and an integrated single coil rubber spring assist provide effective suspension dampening through the entire range of travel. The design enhances ride quality and comfort in the cab while reducing stress on the sweeper frame – especially when operating in pothole conditions or on rough, uneven roads.

SINGLE ENGINE POWERED

The Pelican is powered by the John Deere 4045T 4.5L, 4-cylinder turbocharged diesel engine. The engine is capable of operating on bio-diesel up to B20.

LOW-MAINTENANCE DRIVE SYSTEM

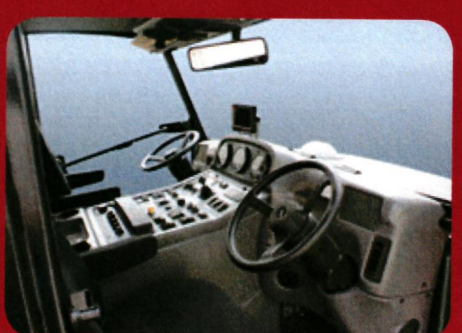
With a unique wheel motor design for outstanding power and minimal maintenance, steep grades are no problem. Integrated sensors precisely measure road speed and adjust power requirements according to the load.

HEAVY-DUTY BRAKE SYSTEM

The Pelican features twin-caliper (ea), power disc brakes and a dynamic braking design that significantly reduces wear on service brakes. All brake components are easy to access and economical to maintain.

HYDRAULIC SWEEP SYSTEM

Controlled by engine RPM and operated independently of direction and ground speed, the Pelican's broom speed provides digging power at slow or zero ground speeds. A foot pedal controls speed and sweeper direction through the hydrostatic transmission.



SUPERIOR MECHANICAL SWEEPER DESIGN

MAIN BROOM

The 35 in x 66 in (889 mm x 1676 mm) hydraulically driven polypropylene main broom features variable speed (variable with engine RPM) for optimal sweeping in changing conditions. To protect the broom mechanism, the broom raises automatically when the sweeper is reversed and is returned to its sweep position and previously set down pressure when a forward direction is resumed.

SIDE BROOM

Hydraulically driven side brooms are rugged construction, 36 in (914 mm) in diameter and protrude up to 13 in (330 mm) beyond the outside of the tire while sweeping to capture more gutter debris.

NO-JAM DEBRIS CONVEYOR

The standard conveyor system features a chevron belt with angled molded-in full width cleats that moves material to the center of the belt for less spill over, and throws it to the center of the hopper for improved hopper fill without jamming. New poly/nylon high-strength belt material on the conveyor delivers long wear for maximum uptime. An optional built-in washdown provides quick and easy clean-up.

VARIABLE HEIGHT FRONT DUMP HOPPER

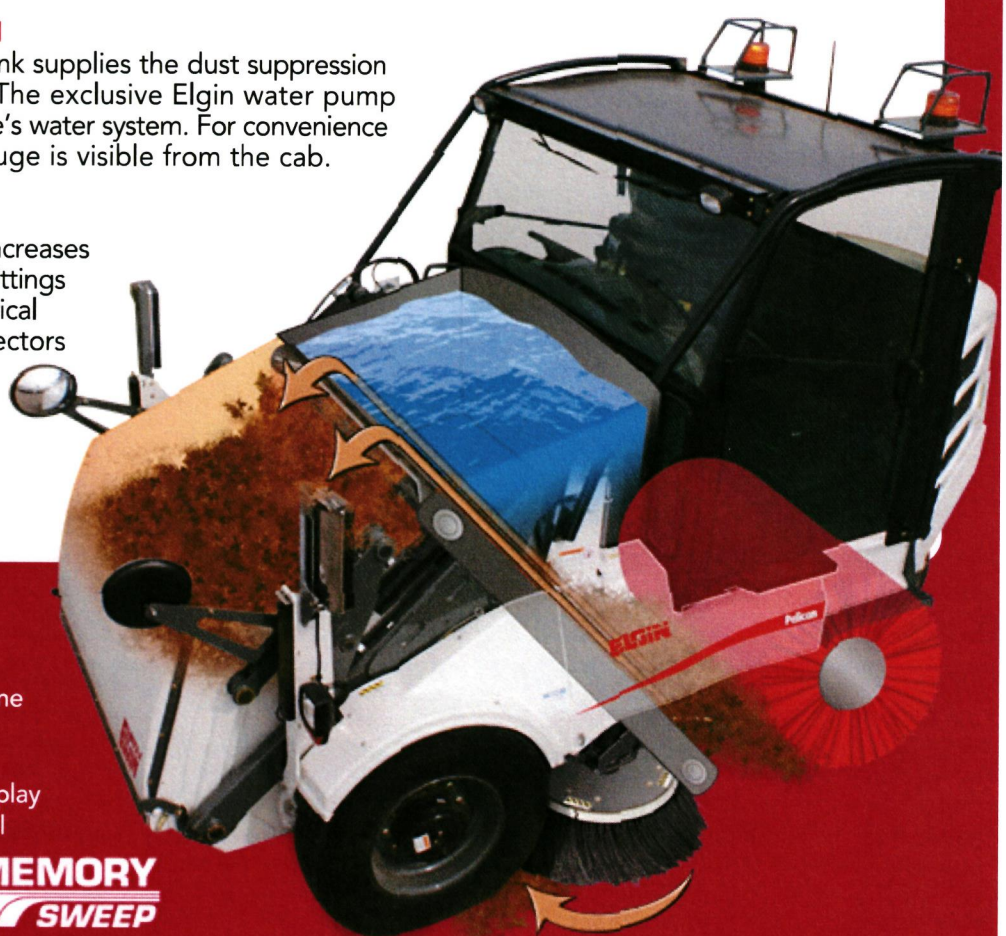
The Pelican's front dump hopper is ideal for single-lane dumping, which ensures minimal traffic interruption. The hopper can be dumped from ground level up to 9 ft 6 in (2895 mm) high. The load can be easily observed from the cab by lifting and rolling the hopper. The hopper's 3.5 cu yd (2.7 cu m), 9,000 lb (4082 kg) capacity provides maximum sweep time. For easy inspection, the hopper rolls out and rests on the ground.

CORROSION-RESISTANT WATER SYSTEM

A corrosion-resistant polyethylene water tank supplies the dust suppression system with 220 gallons (833 L) of water. The exclusive Elgin water pump can run dry without damaging the machine's water system. For convenience and ease of maintenance, a water-level gauge is visible from the cab.

EASE OF MAINTENANCE

Easy servicing lowers ownership costs and increases sweeper usage. O-ring face seal hydraulic fittings assure leak-free connections, while the electrical system's weatherproof snap-together connectors and stamped color-coded wires allow quick identification. To ensure easy monitoring of fluid levels, the hydraulic tank directly behind the cab features a sight glass inspection tube.



MEMORY SWEEP®

Elgin's exclusive Memory Sweep feature allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control. This feature enhances operator productivity and reduces operator fatigue. Memory Sweep incorporates a multi-screen display that indicates engine hours and water tank level as well as system diagnostics. This screen also displays optional features such as broom tilt angle and broom hours.

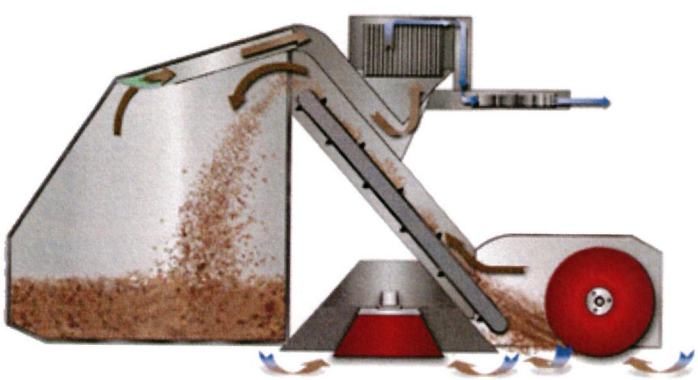
MEMORY SWEEP

WATERLESS PELICAN

The Pelican with optional dry dust control maintains all the popular features and sweeping performance that have made the Pelican the best selling three-wheel sweeper–without the use of water for dust suppression. This means increased pick-up of fine particles over traditional, wet dust control sweepers, proven reliable year-round sweeping and significant water conservation.

DRY DUST CONTROL SYSTEM

The Pelican with dry dust control features a patented system that includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter, working together to control fugitive dust without the use of spray water. The Pelican's waterless dust control system means operators sweep more and spend less time filling tanks enhancing productivity. Without water, mud doesn't build up on components, reducing clean-up time at the end of the shift. Since there is no water, sweeping in freezing weather conditions is possible which helps meet the growing demand for quick pick-up of winter-time road sand, salt, and cinders. Perhaps the most important benefits are those for the environment including a smaller water footprint, as well as reduced road silt that can be left as a film from waterbased dust control sweepers.



PATENTED FILTRATION SYSTEM

The powerful vacuum system on the sweeper creates an air stream through the debris hopper, conveyor, and skirted areas. The inward rushing air carries the airborne dust into the debris hopper where it's allowed to settle out with the rest of the swept debris. A majority of the fugitive dust falls into the hopper with only a fraction of the dust making it to the filter. When the filter becomes loaded, it can be mechanically cleaned with an on-board cleaning system so sweeping can continue. A long life, low maintenance, dry filter element is installed between the debris hopper and the fan.

*Industrial Pelican Option Available - consult factory for details.

OPTIONAL ENHANCEMENTS

LIGHTING PACKAGES
A variety of lighting packages are available for the Pelican to enhance safety and visibility.

LIFELINER® HOPPER SYSTEM
The LifeLiner® system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper.

LIMB GUARD
Heavy-duty guards surround cab and protect sweeper by guiding low-hanging tree limbs up and over the Pelican. Available in right hand, left hand, or dual configuration.

ADDITIONAL OPTIONS

- Auto-Lube automatic lubrication system
- Conveyor, lower roller washout
- Various dirt shoe offerings
- Air suspension seat(s)
- Cold weather start aid
- Heated/remote mirrors
- Engine pre-cleaner
- In-cab side broom tilt
- Lower roller deflector

SPECIFICATIONS:

SWEEPING PATH
One side broom 8 ft (2438 mm)
Two side brooms 10 ft (3048 mm)

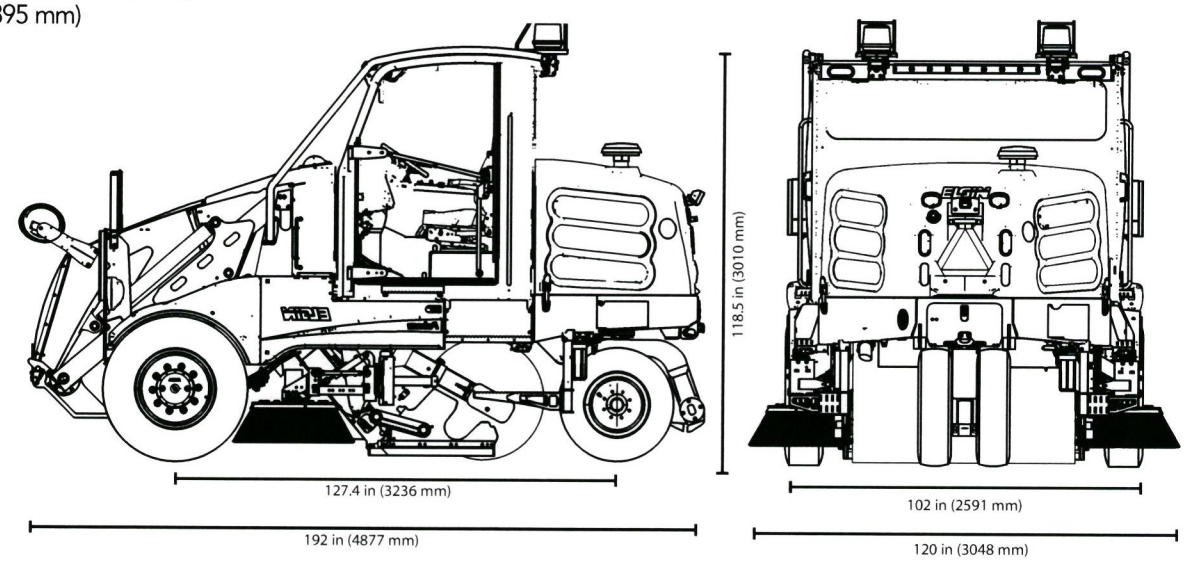
HOPPER CAPACITY
Volumetric Capacity: 3.5 cu yds (2.7 cu m)

HOPPER DUMPING
Maximum dump height: 9 ft 6 in (2895 mm)

TRAVEL SPEED
20 mph (32 Km/h)

WATER SPRAY SYSTEM
Tank capacity: 220 gal. (833 L)

ENGINE (make and type)
John Deere 4045T
Horsepower 74 hp (55 kW) @ 2,400 RPM
Tier 4F low emission diesel
*Tier 3 model dependant



ELGIN SWEEPER IS YOUR PARTNER...

IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.

IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.

INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.

WARRANTY

Elgin Sweeper Company backs the Pelican sweeper with a one-year limited warranty. The Pelican is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information. The ESCO/FSM warranty shall not apply to major components or trade accessories such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires, and batteries that have a separate warranty by the original manufacturer.

Your Local Elgin Dealer Is:

ELGIN
Built for clean. Backed for life.

elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice.
Some photos shown with optional equipment.
Elgin® Pelican® Memory Sweep® and LifeLiner® are registered trademarks of Elgin Sweeper Company.
Covered under US Patent #7,281, 296 B2 & 6,584,157 B2, and Canadian Patent #CA2475362
Effective 8/15 P/N 0705031-G
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MACQUEEN EQUIPMENT

ELGIN

ENVIRONMENTAL SOLUTIONS AND SUPPORT

February 14th, 2022

Kevin Sylvester
Street Maintenance Supervisor
City of Ottumwa

Kevin,

Per your request, a **PURCHASE AGREEMENT** has been generated based on the MNDOT State Bid for an Elgin Pelican NP Street Sweeper with the enhancements that yourself and the street department has deemed necessary. The bid prices listed are at a "wholesale" price. Included is a purchase proposal for (1) One New 2022 Elgin Pelican NP Street Sweeper matching the MNDOT Contract pricing.

Elgin Pelican NP: Pricing including the city required enhancements listed below:

Spec #	Description	Qty	Price Each	SubTotal
1.0	Base Price- 2021 Elgin Pelican NP	1	207,381	$207,381
1.1	Battery Disconnect	1	STD	STD
1.2	Hydraulic Level and Temp Shutdown	1	STD	STD
3.1	Single LED Strobe w/ Guard	1	STD	STD
3.2	Second LED Strobe w/ Guard	1	931	$931
3.5	LED Stop/Tail/Turn Lights	1	STD	STD
3.6	LED Strobes in Battery Cover	1	1,303	$1,303
3.7	Limb Guard	2	1,368	$2,736
3.9	2-LED Rear Flood Lights	1	STD	STD
5.1	Lower Roller Wash Out	1	STD	STD
6.1	Dual Steer/Sidebrooms	1	12,746	$12,746
6.2	AM/FM Radio CD player w/ Map Lights	1	STD	STD
6.3	High Back Air Ride Seat	1	1,090	$1,090
6.9	Rear Camera System	1	STD	STD
6.12	In-Cab Broom Tilt	2	2,088	$4,176
2.2.7	Delivery price per loaded mile	94	5.50	$517
Non-Contract Items				
7.0	Model Year Surcharge	1	12,455	$12,455
7.1	Elgin Service Manual	1	135	$135
7.2	JD Engine Service Manual	1	218	$218
7.3	Engine Pre-Cleaner	1	528	$528
7.8	Conveyor Stall Alarm	1	850	$850
7.9	Low Pressure Washdown	1	1,150	$1,150
7.10	Magnetic Drain Plug	1	195	$195

MNDOT State Bid Purchase Price 2022 Elgin Pelican P: $246,411.00
-MINUS TRADE IN OPTION 2016 Elgin Pelican Serial #: NP41107: $50,000.00

NET PURCHASE PRICE: $196,411.00

Terms of Sale:
Price Includes: Delivery to city shop and on-site operators/maintenance training 4 Hours.
Trade-In Option: Can be removed from proposal. Trade-in offer must be accepted at time of order.
Warranty: 1 Year Parts & Labor Elgin Warranty, 2 Year/2,000 Hour JD Engine Warranty some Exclusions Apply
Leadtime: Approximately 7 Months after receipt of order **OR** not sooner than July 1st, 2022.
Terms: Invoice Due 30 Days after Delivery, with Invoice Due Date no sooner than July, 30th, 2022.

After reviewing, please sign in agreement to the specifications, pricing, and the terms of sale, and the manufacturing process will begin.

District Sales Manager MacQueen Equipment	2-14-2022 Date	Print Name	Title	Authorized Signature City of Ottumwa	Date

If you have questions please call 515-864-8171. Please scan/email to mike.osler@macqueengroup.com

www.macqueengroup.com
4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 . Fax: 515.289.9995
Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005

MACQUEEN EQUIPMENT MACQUEEN EMERGENCY

4607 SE Rio Court
Ankeny, IA 50021
515-289-9994 • 800-933-1190

PLEASE REMIT TO:
MacQueen Equipment
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: CITY OF OTTUMWA
550 GATEWAY DRIVE 52501

Invoice To: CITY OF OTTUMWA
105 E 3Rd St
Ottumwa IA 52501

Branch		
03 - ANKENY IA		
Date	Time	Page
03/29/2022	15:08:26 (O)	1
Account No	Phone No	Inv No 01
OTTUM001	6416830622	E00526
Ship Via	Purchase Order	
TI TRUCK	PER SIGNED P.A.	
Tax ID No		
	Salesperson	
MICHAEL OSLER	130	

EQUIPMENT INVOICE

Description	Amount
Stock #: C039543 Serial #:	246411.00
New EL PELICAN NP	
New 2022 ELGIN PELICAN NP STREET SWEEPER	
*	
SPECIFICATIONS, PRICING, AND TERMS OF SALE PER THE SIGNED	
PURCHASE AGREEMENT DATED 2-15-2022.	
*	
Trade Ins	
=========	
Stock #: C039542 Serial #: NP41107	50000.00-
2016 ELGIN PELICAN NP STREET SWEEPER	
Miscellaneous Charges/Credits	
==============================	
NON-CONTRACT SURCHARGE Qty: 1 Price: 3200.00	3200.00

Subtotal:	199611.00
IN HOUSE CHARGE:	199611.00

X
Received By Date

VisitUsOnline
www.macqueengroup.com

MACQUEEN EQUIPMENT

MACQUEEN HEADQUARTERS
1125 7TH Street East
St. Paul, MN 55106
800-832-6417

March 29th, 2022

Subject: Federal Signal Customer Surcharges – Effective April 4, 2022

IOWA
4607 SE Rio Court
Ankeny, IA 50021
515-289-9994

MINNESOTA
1125 7TH Street East
St. Paul, MN 55106
800-832-6417

NEBRASKA
5360 Alvo Road
Lincoln, NE 68514
402-435-0061

WISCONSIN
N60 W15835 Kohler Ln
Menomonee Falls, WI
53051
262-252-4744

Dear Valued Customer,

Over the course of the last year, we have seen unprecedented events unfold within our market, including one of the tightest labor markets and highest inflation rates in a generation.

Dramatic cost increases for components that all our manufacturers use in their production processes have accelerated into this year. Most of these cost increases have taken immediate effect, with little to no advanced notice, and were not subject to negotiation.

To date, Federal Signal's efforts to try and mitigate these factors have been limited to pricing actions on new orders. Unfortunately, after extensive discussions and weighing all the factors, Federal Signal was placed in the unenviable position of having to adjust the price of Vactor, Guzzler, TRUVAC, Westech, and Elgin units that have not yet shipped and are in the backlog. They have added a surcharge to all these products.

These surcharges will be applied to all Federal Signal product orders in MacQueen's backlog. Exact amounts are outlined below. **This surcharge amount will be applied to your unit order:**

Make	Model	Material Surcharge for all shipments beginning April 4, 2022
Elgin	All Products	$3,200

Additionally, if a chassis is part of the order, PACCAR recently announced "Model Year 2023 Pricing Surcharges" that will be applied to all chassis with a build date firm scheduled by PACCAR on or after April 1, 2022. The details of these surcharges include:

- $5,000 Heavy Duty pricing surcharge on all Model Year 2023 orders.
- $3,500 Medium Duty pricing surcharge on all Model Year 2023 orders.

MACQUEEN EQUIPMENT

MACQUEEN HEADQUARTERS
1125 7TH Street East
St. Paul, MN 55106
800-832-6417

MacQueen does not take these actions lightly and acknowledges the challenges that this represents for you, our customers. However, to maintain the high standards of product quality, support, and innovation that you expect from MacQueen and Federal Signal products, we know that these actions are warranted. At every level within our organization, we remain committed to our customers' success.

Best regards,

Dan Gage
MacQueen Equipment, LLC
President/CEO
dan.gage@macqueengroup.com

IOWA
4607 SE Rio Court
Ankeny, IA 50021
515-289-9994

MINNESOTA
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St. Paul, MN 55106
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Lincoln, NE 68514
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WISCONSIN
N60 W15835 Kohler Ln
Menomonee Falls, WI
53051
262-252-4744

Item No. H.-6.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: June 7, 2022

Chad Carlson
Prepared By

Central Garage
Department

Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #146-2022. Purchase a Traffic Signal Microwave Detection system from MoboTrex for the sum of $25,888.00.

****

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

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

RECOMMENDATION: Resolution #146-2022. Approve the purchase of a traffic signal microwave detection system from MoboTrex in the amount of $25,888.00.

DISCUSSION: The traffic signal on Hwy 149 and Rochester Avenue has experienced multiple loop detector failures and is in need of repair. Instead of reconstructing the entire intersection and installing the standard Loop Detectors, which are prone to failure, a microwave detection system will be permanently installed.

This system was previously tested on Quincy Avenue with great success and one of these systems was purchased last fiscal year. This purchase will be the same unit, allowing for interchangeable programming, hardware and software.

A quote was received from Mobotrex in the sum of $25,888.00. This item has been budgeted through Electrical Maintenance for the sum of $25,000. From the time of preparing budgets, prices for this system have increased roughly 22%

Budgeted: $25,000
Actual Cost: $25,888.00

Source of Funds: Electrical Maintenance Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #146-2022

A RESOLUTION APPROVING THE PURCHASE OF A TRAFFIC SIGNAL MICROWAVE DETECTION SYSTEM FROM MOBOTREX FOR THE SUM OF $25,888.00.

WHEREAS, The traffic signal at the intersection of Hwy 149 and Rochester has experienced multiple loop failures; and

WHEREAS, Instead of reconstructing the entire intersection, an above ground, Microwave Detection System will be installed; and

WHEREAS, This replacement is budgeted in the 2022/2023 budget cycle.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a Traffic Signal Microwave Detection System from MoboTrex for a price of $25,888.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 7th day of June 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

mobotreX

Quote

Quote Number: 1907021

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Customer: OTT0001

Hornbeck, Rick
Ottumwa, City Of
Electrical Department
550 Gateway Dr
Ottumwa IA 52501-2303
United States

Contact: Hornbeck, Rick

Phone: 641-799-5404

Date: 09/10/2021

Expire Date: 6/13/2022

Prepared By: Zank, Justin D.

Part #	Description	Quantity	Price	Extended
FS-LABOR		4	$222.00	$888.00
MOD-04034-MSS	IA Ottumwa IA149/BUS63 & Rochester St	1	$25,000.00	$25,000.00

Sale Amount:	**$25,888.00**
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	**$25,888.00**

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

Shipment of the material will be approximately 90 days after receipt of both an acceptable purchase order and approved submittal data if required. PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, Inc. only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

Item No. H.-7.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Jake Rusch
Prepared By

Health & Inspections
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 149-2022. A Resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 512 N Green.

****

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 149-2022.

DISCUSSION: Bids for this project were accepted until 2:00 P.M. on May 26, 2022 two asbestos bids and three demolition bids were received. Weston Mckee submitted the best bids in the amount of $3,300.00 for asbestos and $20,200 for demolition and staff recommends awarding him the contract. A bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: ☑ Budget Amendment Needed:

RESOLUTION NO. 149-2022

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 512 N GREEN

WHEREAS, the City of Ottumwa, Iowa accepted bids for the above referenced project until 2pm on May 26, 2022; and

WHEREAS, the City held a public hearing on above referenced project at 5:30pm on June 7, 2022 at City Hall; and

WHEREAS, the lowest, qualified bid was from Weston McKee in the amount of $3,300 for asbestos abatement and $20,200 for demolition and leveling of the lot.

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

Weston McKee be awarded the contract for asbestos abatement and demolition of the condemned property at 512 N Green in the amount of $3,300 for asbestos abatement and $20,200 for demolition and leveling of the lot.

APPROVED, PASSED, AND ADOPTED this 7th day of June 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christa Reinhard

Christina Reinhard, City Clerk

512 N Green	Asbestos	Demolition	Total
Weston McKee	$3,300.00	20,200	$23,500
Enviromental Edge & Laursen	$1,200.00	$27,900.00	$29,100.00
Tim Skinner		$16,350.00	$16,350.00
Best bid for asbestos removal is	Weston McKee		
Best bid for demolition is	Weston McKee		
	Total =		$23,500.00

WM Initial Form Here

CITY OF OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 512 N GREEN STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
512 N Green Street	$3,300.00	20,200.00	23,500.00
			Twenty Three Thousand Five hundred

_____ **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

WM 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.

Weston McKee — Weston McKee

Signature — Printed Name

2953 Glasgow RD — 641-226-4412

Address — Telephone Number

Fairfield IA 52556 — 5-22-23

City, State, Zip — Date

westonmckee@yahoo.com

E-mail Address

Weston McKee

City Clerk
105 East Third Street
Ottumwa IA 52501

512 N Green Street project
May 26 - 2022

Cash #2,350

Item No. H.-8.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Jake Rusch
Prepared By

Health & Inspections
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 150-2022. A Resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 126 N Davis.

****

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 150-2022.

DISCUSSION: Bids for this project were accepted until 2:00 P.M. on May 26, 2022 two asbestos bids and three demolition bids were received. Dustin Smith and Dan Laursen submitted the best bids in the amount of $5,610.00 for asbestos and $7,400 for demolition and staff recommends awarding them the contract. A bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: ☑ Budget Amendment Needed:

RESOLUTION NO. 150-2022

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 126 N DAVIS

WHEREAS, the City of Ottumwa, Iowa accepted bids for the above referenced project until 2pm on May 26, 2022; and

WHEREAS, the City held a public hearing on above referenced project at 5:30pm on June 7, 2022 at City Hall; and

WHEREAS, the lowest, qualified bid was from Dustin Smith and Dan Laursen in the amount of $5,610 for asbestos abatement and $7,400 for demolition and leveling of the lot.

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

Dustin Smith and Dan Laursen be awarded the contract for asbestos abatement and demolition of the condemned property at 126 N Davis in the amount of $5,610 for asbestos abatement and $7,400 for demolition and leveling of the lot.

APPROVED, PASSED, AND ADOPTED this 7th day of June 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

126 N Davis	Asbestos	Demolition	Total
Weston McKee	$8,700.00	15,000	$23,700
Enviromental Edge & Laursen	$5,610.00	$7,400.00	$13,010.00
Tim Skinner		$5,190.00	$5,190.00
Best bid for asbestos removal is	Enviromental Edge & Laursen		
Best bid for demolition is	Enviromental Edge & Laursen		
	Total =		$13,010.00

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CITY OF OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 126 N DAVIS STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
126 N Davis Street	$5610.00	$7,400.00	$13,010.00

_____ **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

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

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

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

Signature

Dustan Smith / Dan Lawson
Printed Name

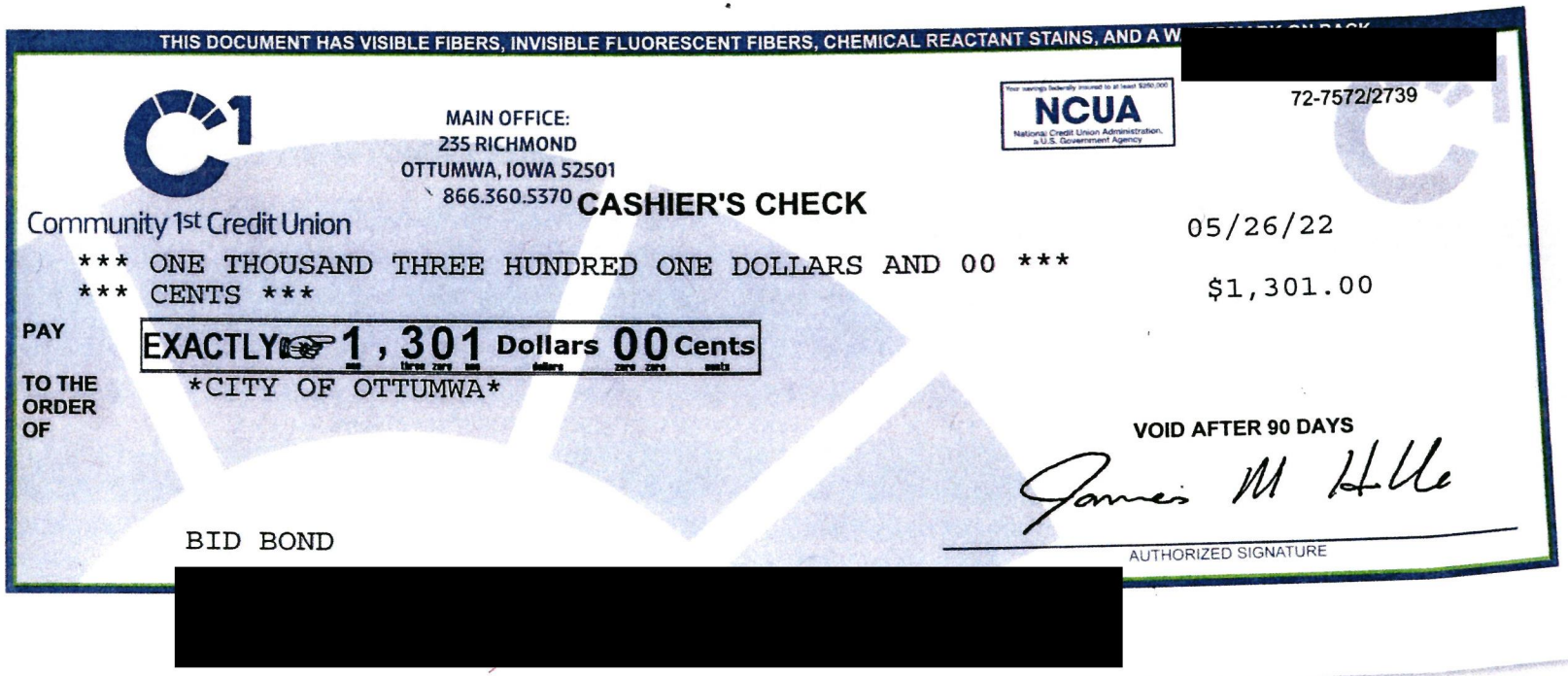
2881 Roemer Ave.
Address

641-226-4483
Telephone Number

Ottumwa, IA. 52501
City, State, Zip

5-26-2022
Date

Dustanp@msn.com
E-mail Address



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Community 1st Credit Union

MAIN OFFICE:
235 RICHMOND
OTTUMWA, IOWA 52501
866.360.5370

NCUA
National Credit Union Administration, a U.S. Government Agency

72-7572/2739

CASHIER'S CHECK

05/26/22

*** ONE THOUSAND THREE HUNDRED ONE DOLLARS AND 00 ***
*** CENTS ***

$1,301.00

PAY EXACTLY 1,301 Dollars 00 Cents

TO THE ORDER OF *CITY OF OTTUMWA*

VOID AFTER 90 DAYS

James M Hale

AUTHORIZED SIGNATURE

BID BOND

[redacted]

Environmental Edge
2401 Roemer Ave.
Ottumwa, IA.
52501

City Clerk
105 East Third St.
Ottumwa, IA.
52501

176 N. Davis St. 5-26-22

Item No. H.-9.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Jake Rusch
Prepared By

Health & Inspections
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 151-2022. A Resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 250 S Ward.

****

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 151-2022.

DISCUSSION: Bids for this project were accepted until 2:00 P.M. on May 26, 2022 two asbestos bids and three demolition bids were received. Dustin Smith and Dan Laursen submitted the best bids in the amount of $2,100.00 for asbestos and $11,400 for demolition and staff recommends awarding them the contract. A bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: ☑ Budget Amendment Needed:

RESOLUTION NO. 151-2022

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 250 S WARD

WHEREAS, the City of Ottumwa, Iowa accepted bids for the above referenced project until 2pm on May 26, 2022; and

WHEREAS, the City held a public hearing on above referenced project at 5:30pm on June 7, 2022 at City Hall; and

WHEREAS, the lowest, qualified bid was from Dustin Smith and Dan Laursen in the amount of $2,100 for asbestos abatement and $11,400 for demolition and leveling of the lot.

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

Dustin Smith and Dan Laursen be awarded the contract for asbestos abatement and demolition of the condemned property at 250 S. Ward in the amount of $2,100 for asbestos abatement and $11,400 for demolition and leveling of the lot.

APPROVED, PASSED, AND ADOPTED this 7th day of June 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk

250 S Ward	Asbestos	Demolition	Total
Weston McKee	$1,400.00	12,500	$13,900
Enviromental Edge & Laursen	$2,100.00	$11,400.00	$13,500.00
Tim Skinner		$5,300.00	$5,300.00
Best bid for asbestos removal is	Enviromental Edge & Laursen		
Best bid for demolition is	Enviromental Edge & Laursen		
	Total =		$13,900.00

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CITY OF OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 250 S WARD STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
250 S WARD Street	$2,100.00	$11,400.00	$13,500.00

_____ **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

DS Initial Form Here

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

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

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

Signature

Dustan Smith / Dan Lawson
Printed Name

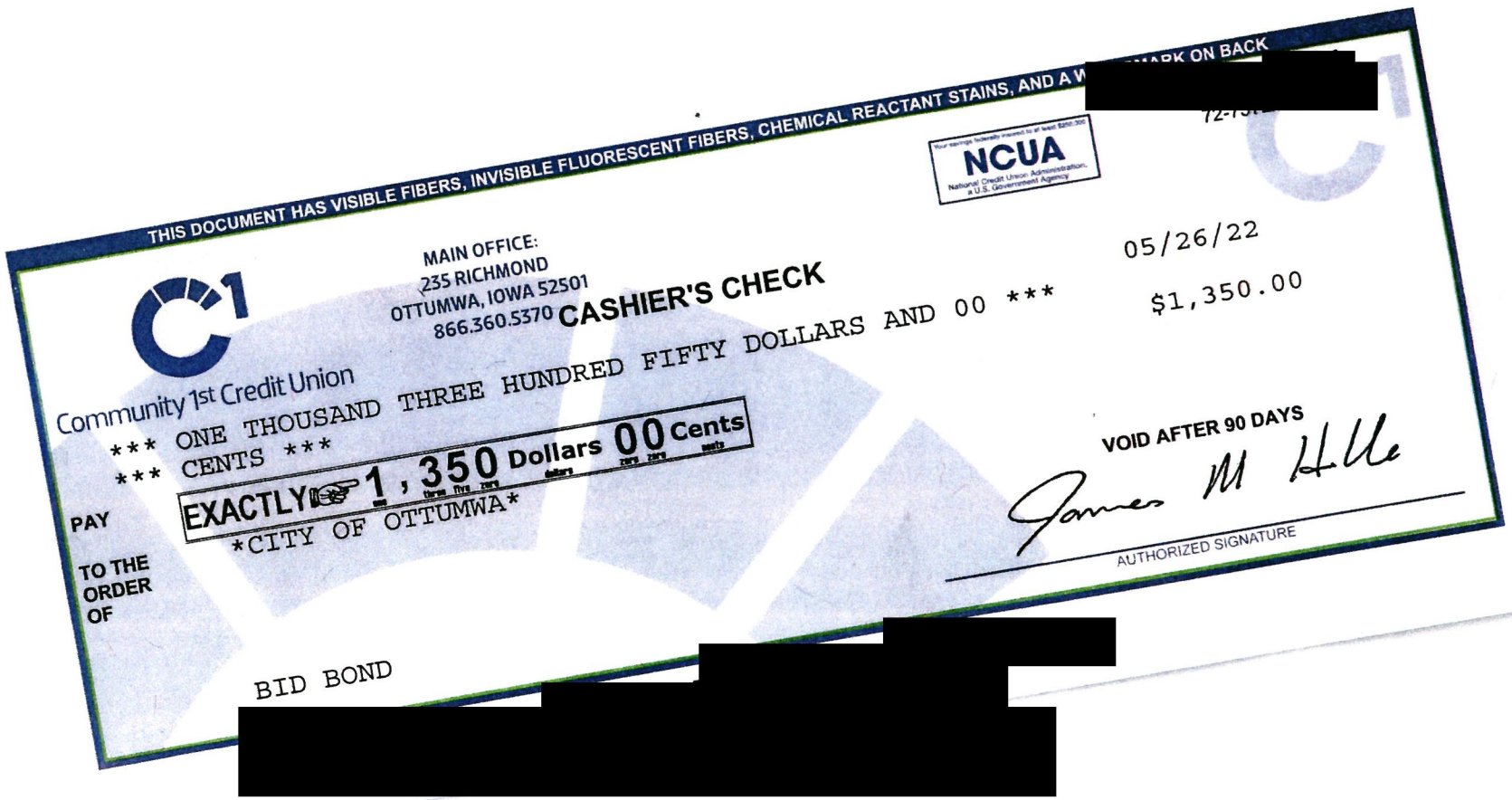
2801 Roemer Ave.
Address

641-226-4483
Telephone Number

Ottumwa, IA. 52501
City, State, Zip

5-26-2022
Date

DustanP@msn.com
E-mail Address



THIS DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS, CHEMICAL REACTANT STAINS, AND A W[redacted]MARK ON BACK

NCUA
National Credit Union Administration, a U.S. Government Agency

Community 1st Credit Union

MAIN OFFICE:
235 RICHMOND
OTTUMWA, IOWA 52501
866.360.5370

CASHIER'S CHECK

[redacted]/12-[redacted]

05/26/22

$1,350.00

*** ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00 ***
*** CENTS ***

PAY TO THE ORDER OF

EXACTLY 1,350 Dollars 00 Cents

CITY OF OTTUMWA

VOID AFTER 90 DAYS

James M Hale

AUTHORIZED SIGNATURE

BID BOND

[redacted]

Environmental Edge
7801 Rechter Ave.
Ottumwa, IA.
52501

City Clerk
105 East Third St.
Ottumwa, IA.
52501

250 S. Ward St.

Item No. H.-10.

CITY OF OTTUMWA
Staff Summary

** ACTION ITEM **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 153-2022 - Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement

****

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

RECOMMENDATION: Pass and adopt Resolution 153-2022

DISCUSSION: City staff has identified the need of certain capital improvements, which would require financing in order to proceed. These improvements range from the purchase of vehicles to building maintenance to neighborhood and economic development. Based upon the audit for FY ended 6/30/21 the legal debt limit of the city is $52M, which is 5% of the total assessed value. With debt service dropping off the schedule and short term financing paid the City is well within the limit for the City. The proposed debt schedule has been included in the projected maximum tax levy and upcoming annual budget.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed

On March 1, 2022 the City Council adopted Resolution 49-2022 - A resolution authorizing the issuance of $8,000,000 General Obligation Capital Loan Notes, Series 2022, and levying a tax for the payment thereof. On April 19, 2022 the City Council adopted Resolution 113-2022 - approving the FY23 and FY24 Capital Improvement requests estimated to cost $8,000,000. Based upon the legal and financial implications of the requested funds the City was advised to split the requested ask into taxable and non-taxable loan notes (borrowing). This resolution addresses the non-taxable portion. Future principal and interest on this note will be payable from the Debt Service Fund.

On May 17, 2022 the City Council adopted Resolution 128-2022 - approving the acceptance of a taxable GO Note. This resolution completes the process with UMB Bank, N.A. of West Des Moines, Iowa and establishes the term and rate(s) for the $5,000,000 portion of the financing.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

$5,000,000 General Obligation Capital Loan Notes, Series 2022A

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

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

June 7, 2022

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd 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:

Cara Galloway, Doug McAntire, Russ Hull, Sandra Pope, Marc Roe

Absent: None

Vacant: None

* * * * * * *

Council Member Roe introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member McAntire seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, McAntire, Hull, Pope, Roe

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. 153-2022

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, $5,000,000 General Obligation Capital Loan Notes, Series 2022A, dated June 21, 2022, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $5,000,000 General Obligation Capital Loan Notes, Series 2022A, dated June 21, 2022.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7th day of June, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christa Reinhard
City Clerk

Item No. H.-11.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 154-2022 - Resolution Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of $5,000,000 General Obligation Capital Loan Notes, Series 2022A, and Levying a Tax to Pay Said Notes; Approval of the Tax Exemption Certificate

****

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

RECOMMENDATION: Pass and adopt Resolution 154-2022

DISCUSSION: City staff has identified the need of certain capital improvements, which would require financing in order to proceed. These improvements range from the purchase of vehicles to building maintenance to neighborhood and economic development. Based upon the audit for FY ended 6/30/21 the legal debt limit of the city is $52M, which is 5% of the total assessed value. With debt service dropping off the schedule and short term financing paid the City is well within the limit for the City. The proposed debt schedule has been included in the projected maximum tax levy and upcoming annual budget.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

On March 1, 2022 the City Council adopted Resolution 49-2022 - A resolution authorizing the issuance of $8,000,000 General Obligation Capital Loan Notes, Series 2022, and levying a tax for the payment thereof. On April 19, 2022 the City Council adopted Resolution 113-2022 - approving the FY23 and FY24 Capital Improvement requests estimated to cost $8,000,000. Based upon the legal and financial implications of the requested funds the City was advised to split the requested ask into taxable and non-taxable loan notes (borrowing). This resolution addresses the taxable portion. Future principal and interest on this note will be payable from the Debt Service Fund.

On May 17, 2022 the City Council adopted Resolution 129-2022 - approving the acceptance of a taxable GO Note. This resolution completes the process with UMB Bank, N.A. of West Des Moines, Iowa and establishes the term and rate(s) for the $5,000,000 portion of the financing.

Council Member Roe introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $5,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Council Member McAntire seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Galloway, McAntire, Hull, Pope, Roe

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. 154-2022

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $5,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or replacement of dead or diseased trees; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed $3,300,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the historic preservation plan, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction and reconstruction of city hall HVAC systems, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction and reconstruction, enlargement, improvement and equipping of fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach; the acquisition of city vehicles, including for building code enforcement and the parks departments; the reconstruction, improvement and repair of city facilities and houses, including the Bridgeview Center, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the acquisition of software and related equipment for City Hall, including local grant matches, general corporate purpose(s), and

it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Capital Loan Notes, for such purpose(s) to the amount of not to exceed $1,100,000 as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24A, 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of $5,000,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal accepted by the City.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.

- "Lender" shall mean Key Government Finance, Inc., a Colorado corporation.

- "Loan Agreement" shall mean a Loan Agreement between the Issuer and the Lender in substantially the form attached to and approved by this Resolution.

- "Note Fund" shall mean the fund created in Section 3 of this Resolution.

- "Notes" shall mean $5,000,000 General Obligation Capital Loan Notes, Series 2022A, authorized to be issued by this Resolution.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean the costs of equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or replacement of dead or diseased trees; the reconstruction extension and improvement of the airport; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; costs of the historic preservation plan; the construction and reconstruction of city hall HVAC systems; the construction and reconstruction, enlargement, improvement and equipping of fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach; the acquisition of city vehicles, including for building code enforcement and the parks departments; the reconstruction, improvement and repair of city facilities and houses, including the Bridgeview Center; the acquisition of software and related equipment for City Hall, including local grant matches; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the

authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the Interim Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Ottumwa, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$248,041.67	2022/2023*
$3,053,615.00	2023/2024
$82,700.00	2024/2025
$87,073.00	2025/2026
$86,289.26	2026/2027
$85,505.50	2027/2028
$84,721.76	2028/2029
$293,938.00	2029/2030
$286,570.76	2030/2031
$279,203.50	2031/2032
$271,836.26	2032/2033
$264,469.00	2033/2034
$257,101.76	2034/2035
$249,734.50	2035/2036
$242,367.26	2036/2037

*A levy in the amount of $3,757,444 has been included in the budget previously certified and will be used to pay the principal and interest of the Note coming due in fiscal year 2022/2023 in the amount of $248,041.67.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution, which amends the Resolution authorizing the issuance and levying a tax for the payment thereof, dated March 1, 2022 shall be filed with the Auditor of Wapello County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2022A GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of

and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2021, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2021, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of $5,000,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued as a single Term Note and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Note shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2022A", be dated June 21, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2023, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

b) Determination of Taxability. If the Original Purchaser of the Notes receives notice of a "Determination of Taxability" (as hereinafter defined), the rate of interest on the Notes shall be automatically increased, effective as of the "Date of Taxability" (as hereinafter defined) to an annual interest rate equal to 3.968 percent, in which event the debt service schedule required hereunder payable by the Issuer shall be adjusted and supplemented accordingly. In such case, the Issuer agrees also to pay to the Original Purchaser of the Notes forthwith an amount equal to the aggregate difference between (i) the amounts actually paid between the Date of Taxability and the date of receipt of Notice of the Determination of Taxability and (ii) the payments due during such period based upon the increased rate, together with the amount of interest and penalties, if any,

incurred by the holder as a result of such change in taxable status. For the purpose of this Section, a "Determination of Taxability" shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction which holds that either (i) the Notes are not a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Code or (ii) the interest payable on the Notes is includable in the gross income of the holder for federal income tax purposes, if the period, if any, for contest or appeal of such action, ruling or decision by the Issuer or holder has expired without any such contest or appeal having been properly instituted by the holder or the Issuer. The expenses of any such contest shall be paid by the Issuer, and neither the Issuer nor the holder shall be required to contest or appeal any Determination of Taxability. The "Date of Taxability" shall mean that point in time, as specified in the Determination, ruling or decision, that the interest payable on the Notes becomes includable in the gross income of the holder for federal income tax purposes.

c) Notice of Proposed Taxability and Procedure Thereon. No such Determination of Taxability, however, shall be effective unless the Issuer has been given either (a) Notice of the issuance of such statutory notice of deficiency within sixty (60) days of such issuance; or (b) Notice of the issuance of such ruling of the National Office or any District Office of the Internal Revenue Service within three (3) months of such ruling (and if the ruling was requested by the holder, the Issuer received written notice that a ruling would be requested at least thirty (30) days prior to its submission and a copy of the request on or before the date of its submission to the National Office or any District Office of the Internal Revenue Service); or (c) Notice of commencement of any such proceeding in any court of competent jurisdiction (in which proceeding the Issuer shall be allowed to intervene or to assume responsibility for the contest or appeal, or both, in the name of the holder, if necessary in the Issuer's opinion and at the Issuer's expense) within three (3) months of such commencement and before final judgment in such proceeding. The provisions of this Section shall survive payment of the Notes and termination of the Loan Agreement.

d) In the event an investigation or audit is commenced by the Internal Revenue Service questioning the federal income tax exemption of the interest payable on the Notes or in the event the holder, or the Issuer on behalf of the holder, chooses to contest any statutory notice of deficiency, ruling of the Internal Revenue Service or judgment of a court of competent jurisdiction, the holder, at its election, may increase the rate of interest on the Notes to the level set forth above, and require that the Issuer to pay additional debt service based upon such increased rate pending the final results of such investigation, suit or contest. The additional funds collected as a result of the rate increase shall be placed in escrow by the holder and shall bear interest at a rate no greater than the original rate of interest on the Notes. In the event the contest is resolved in favor of the holder and the Issuer, and the interest on the Notes continues to be exempt from federal income taxation, the funds held in such escrow account shall be returned to the Issuer and shall in no event be used to pay any interest or principal on the Notes. In the event the contest is resolved against the holder and the Issuer and interest payable on the Notes is held to be subject to federal income taxation, the amount on hand in the escrow account shall be applied to the

additional debt service then due pursuant to this Section, with any excess returned to the Issuer.

e) The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be issued as a single Term Note, which shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
$5,000,000	3.135%	2037*

*Term Note

f) Redemption.

i. Optional Redemption. The Note may be called for optional redemption at any time by the Issuer, from any funds regardless of source, in whole, but not in part. The terms of redemption shall be par, plus accrued interest to date of call. Partial prepayment may be available upon the written consent of the current registered owner of the Note.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption have been paid to the holder of such Notes on the redemption date. Written notice will be deemed completed upon transmission to the owner of record.

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note Due June 1, 2037

Principal Amount	Interest Rate	Maturity June 1st
$100,000	3.135%	2023
$2,900,000	3.135%	2024
$20,000	3.135%	2025
$25,000	3.135%	2026
$25,000	3.135%	2027
$25,000	3.135%	2028
$25,000	3.135%	2029
$235,000	3.135%	2030
$235,000	3.135%	2031
$235,000	3.135%	2032
$235,000	3.135%	2033
$235,000	3.135%	2034
$235,000	3.135%	2035
$235,000	3.135%	2036
$235,000	3.135%	2037

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

g) No Presentment or Surrender. Notwithstanding any provision herein or in the Notes to the contrary, no presentment or surrender of the Notes shall be required for receipt of payment of principal of or interest on the Note except at final maturity.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All

Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as attached to the Note, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for

any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence reasonably satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon the holder of such Note providing a reasonably satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe (which shall not include any surety bond or other insurance product) and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. The Note shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WAPELLO"
"CITY OF OTTUMWA"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2022A"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: June 21, 2022
"Registered"
Certificate No. _____
Principal Amount: $_____

The City of Ottumwa, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2023, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such

interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or replacement of dead or diseased trees; the reconstruction extension and improvement of the airport; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; costs of the historic preservation plan; the construction and reconstruction of city hall HVAC systems; the construction and reconstruction, enlargement, improvement and equipping of fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach; the acquisition of city vehicles, including for building code enforcement and the parks departments; the reconstruction, improvement and repair of city facilities and houses, including the Bridgeview Center; the acquisition of software and related equipment for City Hall, including local grant matches; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Note may be called for optional redemption at any time by the Issuer, from any funds regardless of source, in whole, but not in part. The terms of redemption shall be par, plus accrued interest to date of call. Partial prepayment may be available upon the written consent of the current registered owner of the Note.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

The Note is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.135% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Interest Rate	Maturity June 1st
$100,000	3.135%	2023
$2,900,000	3.135%	2024
$20,000	3.135%	2025
$25,000	3.135%	2026
$25,000	3.135%	2027
$25,000	3.135%	2028
$25,000	3.135%	2029
$235,000	3.135%	2030
$235,000	3.135%	2031
$235,000	3.135%	2032
$235,000	3.135%	2033
$235,000	3.135%	2034
$235,000	3.135%	2035
$235,000	3.135%	2036
$235,000	3.135%	2037

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest;

and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication:_____
This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF OTTUMWA, STATE OF IOWA

By: _____(manual or facsimile signature)_____
Mayor

ATTEST:

By: _____(manual or facsimile signature)_____
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants,

representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel addressed to the owner of the Notes, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations and such amendment does not adversely affect the owner of the Notes.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of June, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christina Reinhard
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective 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 7th day of June, 2022.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

02057602-1\10981-173

COUNTY AUDITOR'S CERTIFICATE

I, Kelly Spurgeon, County Auditor of Wapello County, State of Iowa, hereby certify that on the 10th day of June, 2022 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 7th day of June, 2022, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of $5,000,000 of General Obligation Capital Loan Notes, Series 2022A, and levying a tax therefor, dated June 21, 2022, which amends the Resolution of the City Council of the City of Ottumwa, Iowa authorizing the issuance and levying a tax for the payment thereof dated March 1, 2022 and modifies the levies therein.

(COUNTY SEAL)

Kelly Spurgeon by Danielle Wells - Deputy

County Auditor of Wapello County, State of Iowa

02057784-1\10981-173

WAPELLO COUNTY AUDITOR
2022 JUN 10 PM 2:17
FILED

TAX EXEMPTION CERTIFICATE

of

CITY OF OTTUMWA, COUNTY OF WAPELLO, STATE OF IOWA, ISSUER

$5,000,000 General Obligation Capital Loan Notes, Series 2022A

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF OTTUMWA, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE is made and entered into on June 21, 2022, by the City of Ottumwa, County of Wapello, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its $5,000,000 General Obligation Capital Loan Notes, Series 2022A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

- "Bonds" means the $5,000,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2022A, of the Issuer issued in registered form pursuant to the Resolution.

- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

- "Certificate" means this Tax Exemption Certificate.

- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Closing Date" means the date of Closing.

- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is $5,000,000, as set forth in Exhibit A.

- "Issuer" means the City of Ottumwa, a municipal corporation in the County of Wapello, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or $100,000. The Minor Portion of the Bonds is computed to be $100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or replacement of dead or diseased trees; the reconstruction extension and improvement of the airport; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; costs of the historic preservation plan; the construction and reconstruction of city hall HVAC systems; the construction and reconstruction, enlargement, improvement and equipping of fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach; the acquisition of city vehicles, including for building code enforcement and the parks departments; the reconstruction, improvement and repair of city facilities and houses, including the Bridgeview Center; the acquisition of software and related equipment for City Hall, including local grant matches; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.

- "Purchaser" means Key Government Finance, Inc. of Omaha, Nebraska, constituting the initial purchaser of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on June 7, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the Certificate attached hereto as Exhibit A.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchaser as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the Bonds described as $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, no bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested

in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of $0), less underwriter's discount of $0, received at Closing are expected to be deposited and expended as follows:

(a) $56,000 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) $4,955,000 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or replacement of dead or diseased trees; the reconstruction extension and improvement of the airport; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; costs of the historic preservation plan; the construction and reconstruction of city hall HVAC systems; the construction and reconstruction, enlargement, improvement and equipping of fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach; the acquisition of city vehicles, including for building code enforcement and the parks departments; the reconstruction, improvement and repair of city facilities and houses, including the Bridgeview Center; the acquisition of software and related equipment for City Hall, including local grant matches; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt

service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed $2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.1308 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- $5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed $5,000,000.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

1) 15 percent spent within six months of the Closing Date;

2) 60 percent spent within one year of the Closing Date;

3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

1) 10 percent spent within six months of the Closing Date;

2) 45 percent spent within one year of the Closing Date;

3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) $250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of $1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars ($10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

$5,000,000 General Obligation Capital Loan Notes, Series 2022A

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue

governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Interim Finance Director, City of Ottumwa,
State of Iowa

(SEAL)

EXHIBIT "A"

Ottumwa, Iowa - $5,000,000 General Obligation Capital Loan Notes, Series 2022A

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of Key Government Finance, Inc. (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. ***Purchase of the Bonds***. On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of $5,000,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms***.

a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Key Government Finance, Inc., as Purchaser

By:_____

Name:_____

Dated: June 21, 2022

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of June, 2022, by and between the City of Ottumwa, State of Iowa (the "City") acting through its City Council (the "Council") and Key Government Finance, Inc., a Colorado corporation (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of $5,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2022A, issued as a single Term Note in the principal amount of $5,000,000 (the "Notes" or the "Note").

2. The loan proceeds shall be used to pay costs of equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or replacement of dead or diseased trees; the reconstruction extension and improvement of the airport; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; costs of the historic preservation plan; the construction and reconstruction of city hall HVAC systems; the construction and reconstruction, enlargement, improvement and equipping of fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach; the acquisition of city vehicles, including for building code enforcement and the parks departments; the reconstruction, improvement and repair of city facilities and houses, including the Bridgeview Center; the acquisition of software and related equipment for City Hall, including local grant matches; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2023.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Note shall be dated June 21, 2022, shall bear interest payable June 1, 2023, and semiannually thereafter on the first day of June and December in each year at the rates and mature in the principal amounts set forth in the Resolution hereinafter referred to.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated

herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefor.

(b) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(c) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure, with the understanding that the City shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories.

(d) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its

credit represented by the purchase of the Notes, and it is capable of and has made its own investigation of the City with its decision to purchase the Notes.

(e) The Lender is acquiring the Notes for its own account to be held in its loan portfolio as evidence of an extension of its credit for its loan portfolio and not with a view to resale or for other distribution thereof and does not presently intend to divide the Notes or to resell or to otherwise dispose of all or any portion of the Notes. The Lender acknowledges that if the Note is transferred or sold to another Lender, a letter substantially similar to the form attached to as Exhibit A, and incorporated by reference into this Loan Agreement, shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(f) The Lender has independently evaluated the factors associated with its decision to purchase the Notes. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from individuals concerning the City, the Project and the Notes, so that it has been able to make its decision to purchase the Notes. The Lender has been furnished with and has examined the Notes, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(g) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Notes.

(h) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledge that the Notes have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes or any interest therein in violation of applicable federal or state law.

(i) Lender has not and will not pay any commission, compensation, or fee to any person or entity in connection with its purchase of the Notes and it is not aware of, and is not purchasing the Notes pursuant to, any form of general solicitation or advertising with respect to the Notes except for the Preliminary Participant Package.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed

between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. The City shall provide Lender with a copy of its Audited Financial Statements, as well as such other financial reports as the Lender may reasonably request, within 270 days of fiscal year end, beginning with the fiscal year ending June 30, 2022, unless such statements are available on EMMA.

9. The Lender understand that the City's Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

10. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

11. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

12. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement, the Resolution or the Notes shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

[signature pages follow]

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF OTTUMWA, STATE OF IOWA
(City)

By: Richard W. Johnson
Mayor

ATTEST:

By: Christa Reinhard
City Clerk

(SEAL)

KEY GOVERNMENT FINANCE, INC.
(Lender)

By: _____
(Signature)

_____
(Name)

_____
(Title)

EXHIBIT A

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309

City of Ottumwa, Iowa
Attn: City Clerk
105 East 3rd Street
Ottumwa, Iowa 52501-2904

RE: City of Ottumwa, State of Iowa - $5,000,000 General Obligation Capital Loan Notes, Series 2022A

Ladies and Gentlemen:

The undersigned (the "Holder"), has purchased $_____ principal amount of the Notes from Key Government Finance, Inc. (the "Original Lender"). In connection with such purchase, the Issuer requires that the Holder make certain representations as to the Holder's willingness to accept the risks of investing in the Notes, the Holder's investigation of such risks and other matters. Accordingly, the Holder represents and warrants to the Issuer and the other addressees hereof as follows:

The Holder has been provided with a copy of the Loan Agreement between the Issuer and Original Lender a copy of which is attached to this Investment Letter and hereby incorporated by reference.

The Holder specifically acknowledges paragraphs 6 through 12 of the Loan Agreement and agrees that all of these paragraphs apply to the Holder in addition to the Original Lender.

The Holder acknowledges that if in the future the Notes are transferred or sold to another investor, a new Investment Letter shall be executed by the transferee.

All representations of the Holder contained herein shall survive the sale and delivery of the Notes to the Holder as representations of fact existing as of the date of execution and delivery of this Investment Letter.

Notwithstanding anything to the contrary herein, the Holder waives any requirement of due diligence and investigation or inquiry on the part of any of the addressees to this Investment Letter.

The above representations are provided solely for the benefit of the addressees of this Investment Letter and may not be relied upon by or furnished to any other person without our prior written consent.

(HOLDER)

By:_____

Print Name:_____

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DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Ottumwa, State of Iowa; that in pursuance of the provisions of Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2022A, of the City of Ottumwa, State of Iowa, in the amount of $5,000,000, dated June 21, 2022, bearing interest and maturing as follows:

Principal Amount	Interest Rate	Maturity June 1st
$100,000	3.135%	2023
$2,900,000	3.135%	2024
$20,000	3.135%	2025
$25,000	3.135%	2026
$25,000	3.135%	2027
$25,000	3.135%	2028
$25,000	3.135%	2029
$235,000	3.135%	2030
$235,000	3.135%	2031
$235,000	3.135%	2032
$235,000	3.135%	2033
$235,000	3.135%	2034
$235,000	3.135%	2035
$235,000	3.135%	2036
$235,000	3.135%	2037

The Note has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Note has been delivered to:

Key Government Finance, Inc.

and have been paid for in accordance with the terms of the contract of sale and at a price of $5,000,000, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2021/2022), according to the last completed State and County tax lists (100% - Before Rollback)	$1,199,261,318
Total general obligation bonded indebtedness of the City, including this issue	$37,000,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	$_____

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa, State of Iowa, this _____ day of _____, 2022.

Richard W. Johnson
Mayor

Christa Reinard
City Clerk

Interim Finance Director

(CITY SEAL)

02057814-1\10981-173

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Ottumwa, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of $5,000,000 General Obligation Capital Loan Notes, Series 2022A, of the City dated June 21, 2022, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2022, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this 7th day of June, 2022, at Ottumwa, Iowa.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor: Richard W. Johnson

Richard W. Johnson
(Original Signature)

City Clerk: Christina Reinhard

Christina Reinhard
(Original Signature)

Interim Finance Director: Philip Rath

Philip Rath
(Original Signature)

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

Subscribed and sworn to before me by Richard W. Johnson, Christina Reinhard and Philip Rath on this 7th day of June, 2022.

Katy King
Notary Public in and for Wapello County, Iowa

(SEAL)

KATY KING
Commission Number 801361
My Commission Expires
January 25, 2023

02057789-1\10981-173

AUTHENTICATION ORDER

The undersigned Interim Finance Director of the City of Ottumwa, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Ottumwa, authorizing the execution of a loan agreement and the issuance and delivery of the Note, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") $5,000,000 aggregate principal amount of the Issuer's General Obligation Capital Loan Notes, Series 2022A, dated June 21, 2022 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Note").

The Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Note and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Note.

Upon such authentication, the Registrar is authorized to deliver the Note on behalf of Issuer to the Original Purchaser, Key Government Finance, Inc., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Note by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this 7th day of June, 2022

Interim Finance Director

(SEAL)

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Wapello County, State of Iowa, hereby certify that on the _____ day of _____, 2022 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 7th day of June, 2022, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of $5,000,000 of General Obligation Capital Loan Notes, Series 2022A, and levying a tax therefor, dated June 21, 2022, which amends the Resolution of the City Council of the City of Ottumwa, Iowa authorizing the issuance and levying a tax for the payment thereof dated March 1, 2022 and modifies the levies therein.

(COUNTY SEAL)

_____
County Auditor of Wapello County, State of Iowa

02057784-1\10981-173

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 21, 2022 by and between the City of Ottumwa hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $5,000,000 General Obligation Capital Loan Notes, Series 2022A, dated June 21, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to provide the items set forth in the Bond Document.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided, however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written

notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts

and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively

to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, N.A.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Ottumwa
Chris Reinhard
City Clerk
105 East 3rd Street
Ottumwa, Iowa 52501-2904

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this _____ day of _____, 2022.

CITY OF OTTUMWA,
STATE OF IOWA, ISSUER

By: Richard W. Johnson
Mayor

ATTEST:

By: Christine Rurland
City Clerk

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By: _____

_____
(Title)

ATTEST:

By: _____

_____
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

02060750-1\10981-173

Form **8038-G** (Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name City of Ottumwa, Iowa	2 **Issuer's employer identification number (EIN)**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 105 East Third Street	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Ottumwa, Iowa 52501-2904	7 Date of issue 06/21/2022
8 Name of issue General Obligation Capital Loan Notes, Series 2022A	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Philip Rath. ~~Tina Jaegers~~ Interim Director of Finance	10b Telephone number of officer or other employee shown on 10a 641-683-0600

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2037	$ 5,000,000	$ 5,000,000	5.570 years	3.130823 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	-0-
23	Issue price of entire issue (enter amount from line 21, column (b))			23	5,000,000.00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	56,000.00		
25	Proceeds used for credit enhancement	25	-0-		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	-0-		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	-0-		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	-0-		
29	Total (add lines 24 through 28)			29	56,000.00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	4,944,000.00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	0.0000	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	0.0000	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶		
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	-0-
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	-0-
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	-0-
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY)		
c	Enter the EIN of the issuer of the master pool bond ▶		
d	Enter the name of the issuer of the master pool bond ▶		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		☑
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		☐
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶		
c	Type of hedge ▶		
d	Term of hedge ▶		
42	If the issuer has superintegrated the hedge, check box ▶		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		☑
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		☑
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY)		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative — Date

Philip Roth
~~Tina Jaegers~~, Interim Finance Director
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Kristin Billingsley Cooper				P02001942

Firm's name ▶ Ahlers & Cooney, P.C.	Firm's EIN ▶ 42-1323559
Firm's address ▶ 100 Court Avenue, Suite 600, Des Moines, Iowa 50309	Phone no. 515-243-7611

Item No. H.-12.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 156-2022 - Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement

****

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

RECOMMENDATION: Pass and adopt Resolution 156-2022

DISCUSSION: City staff has identified the need of certain capital improvements, which would require financing in order to proceed. These improvements range from the purchase of vehicles to building maintenance to neighborhood and economic development. Based upon the audit for FY ended 6/30/21 the legal debt limit of the city is $52M, which is 5% of the total assessed value. With debt service dropping off the schedule and short term financing paid the City is well within the limit for the City. The proposed debt schedule has been included in the projected maximum tax levy and upcoming annual budget.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

On March 1, 2022 the City Council adopted Resolution 49-2022 - A resolution authorizing the issuance of $8,000,000 General Obligation Capital Loan Notes, Series 2022, and levying a tax for the payment thereof. On April 19, 2022 the City Council adopted Resolution 113-2022 - approving the FY23 and FY24 Capital Improvement requests estimated to cost $8,000,000. Based upon the legal and financial implications of the requested funds the City was advised to split the requested ask into taxable and non-taxable loan notes (borrowing). This resolution addresses the taxable portion. Future principal and interest on this note will be payable from the Debt Service Fund.

On May 17, 2022 the City Council adopted Resolution 129-2022 - approving the acceptance of a taxable GO Note. This resolution completes the process with UMB Bank, N.A. of West Des Moines, Iowa and establishes the term and rate(s) for the $3,000,000 portion of the financing.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

$3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes

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

June 7, 2022

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd 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:

Cara Galloway, Doug McAntire, Russ Hull, Sandra Pope, Marc Roe

Absent: None

Vacant: None

* * * * * * *

Council Member Hull introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member McAntire seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, McAntire, Hull, Pope, Roe

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. 156-2022

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, dated June 21, 2022, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, dated June 21, 2022.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7th day of June, 2022.

Mayor

ATTEST:

City Clerk

Item No. H.-13.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 157-2022 - Resolution Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, and Levying a Tax to Pay Said Notes

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

RECOMMENDATION: Pass and adopt Resolution 157-2022

DISCUSSION: City staff has identified the need of certain capital improvements, which would require financing in order to proceed. These improvements range from the purchase of vehicles to building maintenance to neighborhood and economic development. Based upon the audit for FY ended 6/30/21 the legal debt limit of the city is $52M, which is 5% of the total assessed value. With debt service dropping off the schedule and short term financing paid the City is well within the limit for the City. The proposed debt schedule has been included in the projected maximum tax levy and upcoming annual budget.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

On March 1, 2022 the City Council adopted Resolution 49-2022 - A resolution authorizing the issuance of $8,000,000 General Obligation Capital Loan Notes, Series 2022, and levying a tax for the payment thereof. On April 19, 2022 the City Council adopted Resolution 113-2022 - approving the FY23 and FY24 Capital Improvement requests estimated to cost $8,000,000. Based upon the legal and financial implications of the requested funds the City was advised to split the requested ask into taxable and non-taxable loan notes (borrowing). This resolution addresses the taxable portion. Future principal and interest on this note will be payable from the Debt Service Fund.

On May 17, 2022 the City Council adopted Resolution 129-2022 - approving the acceptance of a taxable GO Note. This resolution completes the process with UMB Bank, N.A. of West Des Moines, Iowa and establishes the term and rate(s) for the $3,000,000 portion of the financing.

Council Member Hull introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $3,000,000 TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022B, AND LEVYING A TAX TO PAY SAID NOTES and moved that it be adopted. Council Member Roe seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Galloway, McAntire, Hull, Pope, Roe

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. 157-2022

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $3,000,000 TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022B, AND LEVYING A TAX TO PAY SAID NOTES

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of the reconstruction extension and improvement of the airport, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed $3,300,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding façade and roof grants; development grants and local grant matches, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the acquisition of properties for commercial or economic development and for the construction of a city-wide transportation hub; grant matches for economic development or other city projects, including the Healthy Neighbors Program and the Ottumwa Block Challenge Program, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of equipping the city airport, including vehicles; and funding for the acquisition of, or grants for housing, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed $700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts

as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Capital Loan Notes, for such purpose(s) to the amount of not to exceed $1,100,000 as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24A, 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of $3,000,000 General Taxable Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal accepted by the City.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.
- "Lender" shall mean Key Government Finance, Inc., a Colorado corporation.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and the Lender in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.

- "Notes" shall mean $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, authorized to be issued by this Resolution.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean the costs of the reconstruction extension and improvement of the airport; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding façade and roof grants; development grants and local grant matches; the acquisition of properties for commercial or economic development and for the construction of a city-wide transportation hub; grant matches for economic development or other city projects, including the Healthy Neighbors Program and the Ottumwa Block Challenge Program; equipping the city airport, including vehicles; and funding for the acquisition of, or grants for housing; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Treasurer" shall mean the Interim Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Ottumwa, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$3,077,633.33	2022/2023*

*A levy in the amount of $3,757,444 has been included in the budget previously certified and will be used to pay the principal and interest of the Note coming due in fiscal year 2022/2023 in the amount of $3,077,633.33.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution, which amends the Resolution authorizing the issuance and levying a tax for the payment thereof, dated March 1, 2022, shall be filed with the Auditor of Wapello County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2022B TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 2" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2021, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2021, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. Taxable General Obligation Capital Loan Notes of the City in the amount of $3,000,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued as a single Term Note and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2022B", be dated June 21, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2023, at which time the full amount of principal and interest on the Note shall be due.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of $5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
$3,000,000	2.740%	2023

b) Redemption.

i. Optional Redemption. The Notes may be called for optional redemption at any time by the Issuer, from any funds regardless of source, in whole, but not in part. The terms of redemption shall be par, plus accrued interest to date of call. Partial prepayment may be available upon the written consent of the current registered owner of the Notes.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the

Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption have been paid to the holder of such Notes on the redemption date. Written notice will be deemed completed upon transmission to the owner of record.

c) No Presentment or Surrender. Notwithstanding any provision herein or in the Notes to the contrary, no presentment or surrender of the Notes shall be required for receipt of payment of principal of or interest on the Note except at final maturity.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as attached to the Note, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence reasonably satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon the holder of such Note providing a reasonably satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe (which shall not include any surety bond or other insurance product) and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WAPELLO"
"CITY OF OTTUMWA"
"TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2022B"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: June 21, 2022

"Registered"
Certificate No. _____
Principal Amount: $_____

The City of Ottumwa, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2023, at which time the full amount of principal and interest on the Note shall be due.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of the reconstruction extension and improvement of the airport; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding façade and roof grants; development grants and local grant matches; the acquisition of properties for commercial or economic development and for the construction of a city-wide transportation hub; grant matches for economic development or other city projects, including the Healthy Neighbors Program and the Ottumwa Block Challenge Program; equipping the city airport, including vehicles; and funding for the acquisition of, or grants for housing; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Notes may be called for optional redemption at any time by the Issuer, from any funds regardless of source, in whole, but not in part. The terms of redemption shall be par, plus accrued interest to date of call. Partial prepayment may be available upon the written consent of the current registered owner of the Notes.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication:_____
This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF OTTUMWA, STATE OF IOWA

By: _____(manual or facsimile signature)_____
Mayor

ATTEST:

By: _____(manual or facsimile signature)_____
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem

necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 16. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of June, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christine Rentard
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective 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 7th day of June, 2022.

Christina Reinhard
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

02050802-1\10981-173

COUNTY AUDITOR'S CERTIFICATE

I, Kelly Spurgeon, County Auditor of Wapello County, State of Iowa, hereby certify that on the 10th day of June, 2022 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 7th day of June, 2022, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of $3,000,000 of Taxable General Obligation Capital Loan Notes, Series 2022B, and levying a tax therefor, dated June 21, 2022, which amends the Resolution of the City Council of the City of Ottumwa, Iowa authorizing the issuance and levying a tax for the payment thereof dated March 1, 2022 and modifies the levies therein.

(COUNTY SEAL)

Kelly Spurgeon by Danielle Wells-Deputy
County Auditor of Wapello County, State of Iowa

02058067-1\10981-178

WAPELLO COUNTY AUDITOR
2022 JUN 10 PM 2:17

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of June, 2022, by and between the City of Ottumwa, State of Iowa (the "City") acting through its City Council (the "Council") and Key Government Finance, Inc., a Colorado corporation (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of $3,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Capital Loan Notes, Series 2022B, issued as a single Term Note in the principal amount of $3,000,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of the reconstruction extension and improvement of the airport; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding façade and roof grants; development grants and local grant matches; the acquisition of properties for commercial or economic development and for the construction of a city-wide transportation hub; grant matches for economic development or other city projects, including the Healthy Neighbors Program and the Ottumwa Block Challenge Program; equipping the city airport, including vehicles; and funding for the acquisition of, or grants for housing; the construction and reconstruction, enlargement, improvement and equipping of an indoor sports complex; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, such as those costs associated with grants and incentives to private developers and the construction, improvement, and equipping of parking in the vicinity of the convention center (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2023.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated June 21, 2022, shall bear interest payable June 1, 2023, and semiannually thereafter on the first day of June and December in each year at the rates and mature in the principal amounts set forth in the Resolution hereinafter referred to.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of

taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefor.

(b) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(c) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure, with the understanding that the City shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories.

(d) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Notes, and it is capable of and has made its own investigation of the City with its decision to purchase the Notes.

(e) The Lender is acquiring the Notes for its own account to be held in its loan portfolio as evidence of an extension of its credit for its loan portfolio and not with a view to resale or for other distribution thereof and does not presently intend to divide the Notes or to resell or to otherwise dispose of all or any portion of the Notes. The Lender acknowledges that if the Note is transferred or sold to another Lender, a letter

substantially similar to the form attached to as Exhibit A, and incorporated by reference into this Loan Agreement, shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(f) The Lender has independently evaluated the factors associated with its decision to purchase the Notes. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from individuals concerning the City, the Project and the Notes, so that it has been able to make its decision to purchase the Notes. The Lender has been furnished with and has examined the Notes, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(g) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Notes.

(h) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledge that the Notes have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes or any interest therein in violation of applicable federal or state law.

(i) Lender has not and will not pay any commission, compensation, or fee to any person or entity in connection with its purchase of the Notes and it is not aware of, and is not purchasing the Notes pursuant to, any form of general solicitation or advertising with respect to the Notes except for the Preliminary Participant Package.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. The City shall provide Lender with a copy of its Audited Financial Statements, as well as such other financial reports as the Lender may reasonably request, within 270 days of fiscal year end, beginning with the fiscal year ending June 30, 2022, unless such statements are available on EMMA.

9. The Lender understand that the City's Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

10. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

11. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

12. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement, the Resolutions and the Notes shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

[signature pages follow]

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF OTTUMWA, STATE OF IOWA
(City)

By: Richard W. Johnson
Mayor

ATTEST:

By: Christine Runtard
City Clerk

(SEAL)

KEY GOVERNMENT FINANCE, INC.
(Lender)

By: _____
(Signature)

_____
(Name)

_____
(Title)

02060807-1\10981-178

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Ottumwa, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered Taxable General Obligation Capital Loan Notes, Series 2022B, of the City of Ottumwa, State of Iowa, in the amount of $3,000,000, dated June 21, 2022, bearing interest and maturing as follows:

Principal Amount	Interest Rate	Maturity June 1st
$3,000,000	2.740%	2023

The Note has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Note has been delivered to:

Key Government Finance, Inc.

and has been paid for in accordance with the terms of the contract of sale and at a price of $3,000,000, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Note, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Note, and that no measure or provision for the authorization or issuance of the Note has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Note remain in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in the Note.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2021/2022), according to the last completed State and County tax lists (100% - Before Rollback)	$1,199,261,321
Total general obligation bonded indebtedness of the City, including this issue	$37,000,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	$_____

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa, State of Iowa, this _____ day of _____, 2022.

Richard W. Johnson
Mayor

Christina Reichard
City Clerk

Interim Finance Director

(CITY SEAL)

02060810-1\10981-178

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 21, 2022 by and between the City of Ottumwa hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, dated June 21, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to provide the items set forth in the Bond Document.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided, however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written

notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts

and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively

to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:

UMB Bank, N.A.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:

City of Ottumwa
Chris Reinhard
City Clerk
105 East 3rd Street
Ottumwa, Iowa 52501-2904

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this _____ day of _____, 2022.

CITY OF OTTUMWA,
STATE OF IOWA, ISSUER

By: Richard W. Johnson
Mayor

ATTEST:

By: Christa Reinhart
City Clerk

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By: _____

_____
(Title)

ATTEST:

By: _____

_____
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

02060812-1\10981-178

AUTHENTICATION ORDER

The undersigned Interim Finance Director of the City of Ottumwa, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Ottumwa, authorizing the execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") $3,000,000 aggregate principal amount of the Issuer's Taxable General Obligation Capital Loan Notes, Series 2022B, dated June 21, 2022 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes" or the "Note").

The Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Note and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Note.

Upon such authentication, the Registrar is authorized to deliver the Note on behalf of Issuer to the Original Purchaser, Key Government Finance, Inc., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this 7 day of June, 2022

Interim Finance Director

(SEAL)

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Wapello County, State of Iowa, hereby certify that on the _____ day of _____, 2022 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 7th day of June, 2022, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of $3,000,000 of Taxable General Obligation Capital Loan Notes, Series 2022B, and levying a tax therefor, dated June 21, 2022, which amends the Resolution of the City Council of the City of Ottumwa, Iowa authorizing the issuance and levying a tax for the payment thereof dated March 1, 2022 and modifies the levies therein.

(COUNTY SEAL)

_____
County Auditor of Wapello County, State of Iowa

02058067-1\10981-178

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Ottumwa, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of $3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B, of the City dated June 21, 2022, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2022, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this 7 day of June, 2022, at Ottumwa, Iowa.

Christine Reinhard

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor: Richard W. Johnson

(Original Signature)

City Clerk: Christina Reinhard

(Original Signature)

Interim Finance Director: Philip Rath

(Original Signature)

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

Subscribed and sworn to before me by Richard W. Johnson, Christina Reinhard and Philip Rath on this 7 day of June, 2022.

Notary Public in and for Wapello County, Iowa

(SEAL)

SHERRIE JONES
Commission Number 732856
My Commission Expires
February 8, 2023

Item No. I.-1.

CITY OF OTTUMWA
Staff Summary

** **ACTION ITEM** **

Council Meeting of : Jun 7, 2022

Zach Simonson
Prepared By

Planning & Development
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3197-2022: AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1321 ASBURY DRIVE IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

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

RECOMMENDATION: Pass second consideration of Ordinance No. 3197-2022

DISCUSSION: Ordinance No. 3124-2017 provided conditional rezoning of property at 1321 Asbury Dr. from R-1 to R-5 for a multi-family residential development not to exceed 63 units and to begin within 5 years. The ordinance provided for extension, if the developer was able to demonstrating pursuing competition of the project. Jim Danaher, the owner of the property submitted a progress report totaling over 350 pages, the cover letter is included in the packet.

Source of Funds:

Budgeted Item: ☐ Budget Amendment Needed:

Danaher developed a project for the site for the 2021 Iowa Low Income Tax Credit application round however all but two of the awarded projects for that year were areas affected by the Derecho. He has redesigned the concept for application this year, but requires an extension of the conditional rezoning.

This Ordinance extends the current rezoning with the same terms. Ordinance No. 3124-2017 provided that an extension would be granted if the developer provided a progress report with substantive progress toward project inception. Staff believes the provided report satisfies what was described in Ordinance No. 3124-2017. Further, the developer is preparing an application for the 2022 Low Income Tax Credit application round which would advance development priorities around housing.

ORDINANCE NO. 3197-2022

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1321 ASBURY DRIVE IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

WHEREAS, Iowa Code Section 414.5 allows the City Council to impose reasonable conditions on a property owner as part of a rezoning request; and

WHEREAS, such conditions must be agreed to in writing, prior to the time of the public hearing regarding the proposed rezoning; and

WHEREAS, the Ottumwa City Council previously approved a conditional rezoning ordinance related to this property in Ordinance No. 3124-2017; and

WHEREAS, Ordinance No. 3124-2017 conditionally rezoned the property from R-1 Single Family Residential District (Low Density) to R-5 Multi-Family Residential District (High Density), and required the property owner to develop a multi-housing development project, not to exceed 63 units, on the property within five years; and

WHEREAS, the property owner is requesting an extension in which to complete the multi-housing development project and a new ordinance is therefore required; and

WHEREAS, the City Council of the City of Ottumwa finds that a conditional rezoning of this property is appropriate and reasonable to satisfy the public needs that are directly caused by the requested rezoning; and

WHEREAS, the property owner has agreed to these conditions in writing.

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

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Ottumwa, Iowa, is hereby amended by conditionally changing the zoning classification of the following described real property, from its current classification of R-1 Single Family Residential District (Low Density) to R-5 Multi-Family Residential District (High Density), to wit:

> Lots No. 17, 18, 19, 20, and 21in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7, and 8 in Block No.3 of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page 576, also as set out in quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578, Also described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through eight (8)

in said Block Three (3), AND that part of the West Half of the vacated Hackworth Avenue in Block Three (3) lying immediately East of said Lots One (1)through Eight (8), AND that part of said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-One (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

This rezoning is subject to the following conditions:

1. That the multi-family housing development on property known as 1321 Asbury Avenue shall have a five-year term during which substantive progress should be made. If said development is not completed during this initial term of construction, Owner shall deliver a progress report, illustrating substantive progress toward project inception, at which time an agreement extension will be granted to Owner. Owner may receive one or more such extensions.

2. That the multi-family housing development project on said property may not exceed 63 units of multi-family housing. In the event of Owner's need to exceed this housing unit limitation, Owner must provide substantial basis for such exception and City may agree to such a change in Conditions, upon advisement of the Planning and Zoning Commission and by majority vote in a duly authorized and advertised public meeting of said body.

3. In the event the property know as 1321 Asbury Avenue is hereafter rezoned to a district classification different from that which is agreed upon herein, this agreement and the conditions herein shall be rendered null and void.

This condition is hereby agreed to by the undersigned property owner.

James Danaher

James Danaher
Property Owner

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this ordinance on the Official Zoning Map.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading: May 17, 2022

Second Reading: June 7, 2022

Third Reading: _____

Passed and adopted this _____ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

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

_____
Chris Reinhard, City Clerk

ASBURY HEIGHTS LLC

December 23, 2021

RE: Progress Report on 1321 Asbury Ave. Multifamily Development

TO: Planning and Zoning
City of Ottumwa

Please find the required report on the progress to develop the Asbury site to apartments.

Listed below and attached for reference are the steps accomplished to further the development of the site at 1321 Asbury into housing.

Architectural plans for the site and building have been prepared and are attached for reference.

Commitments for a portion of the required financing has been approved. See attached letters from South Ottumwa Savings Bank, Central State Bank and Affordable Housing Partners, Inc. This includes the funds required from the investor, the construction loan, and the long term loan.

A market demand study has been completed to confirm the demand for the housing. See attached.

An environmental study has been completed with no finding of contamination. (See attached)

The largest portion of funds required for this development, requires approval by the Iowa Finance Authority (IFA) and to date these funds have not been approved for the project. These funds are allocated based on a minimum of a 15 year commitment to maintain rental rates within an affordable range. The state has limited amount of funds available for affordable housing projects and the projects are selected based on the IFA Board priorities. The most recent priority was to allocate affordable housing funds to counties which experienced extensive damage from Derecho. (See attached) Prior to that counties that had severe flooding were provided additional funds.

Our Ottumwa project competes with projects in the State of Iowa for a limited amount of funds.

Asbury Heights is committed to provide rental housing at affordable rents at this location on Asbury Avenue. The amenities in the surrounding area provide a convenient location for shopping with Fareway Grocery, Dollar General and Hy-Vee within several blocks as well as Goodwill, Hobby Lobby, medical offices and many other stores and amenities.

1708 South Main Street Fairfield, Iowa 52556 P. 641.472.3386

There is significant demand for affordable rental housing in Ottumwa. Our research has found that over 30% of all household in Ottumwa are Rental Households. Of the estimated 3100 Rental Households, 70% or 2170 households could benefit from the IFA housing program that we are diligently pursuing.

Some of our independent research findings are also included.

We would greatly appreciate maintaining the current zoning for apartments so that the site can meet the stringent qualification for funding with the Iowa Finance Authority. I've attached a schedule showing the minimum time required for completion of the project requirements utilizing Federal and State funding programs. This includes funding approvals, construction completion, and leasing and compliance requirements.

Thank you for considering this request to extend the zoning required to develop the property with rental apartments to serve a very large and important population in Ottumwa.

Please contact me for any additional questions.

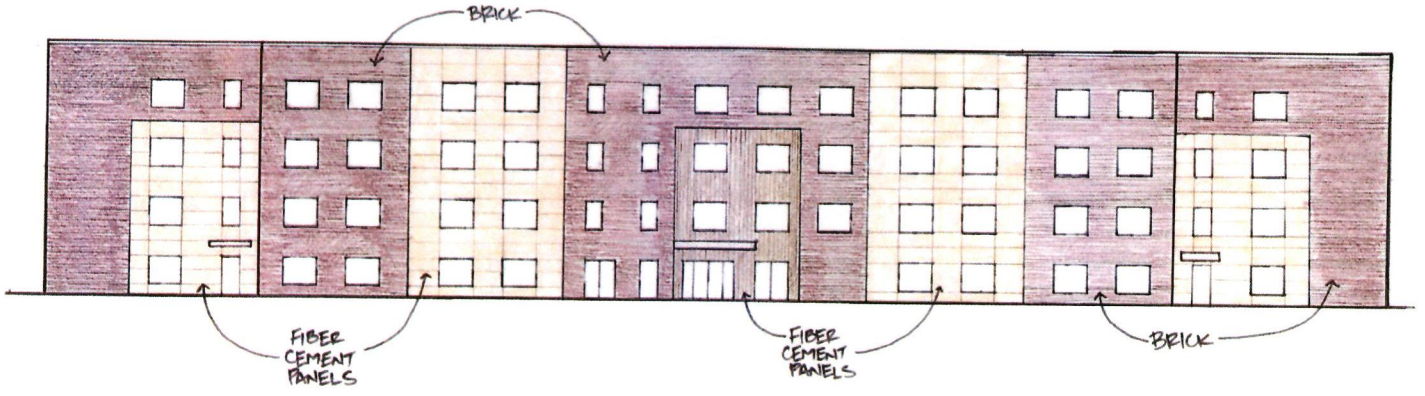
Sincerely.

Jim Danaher

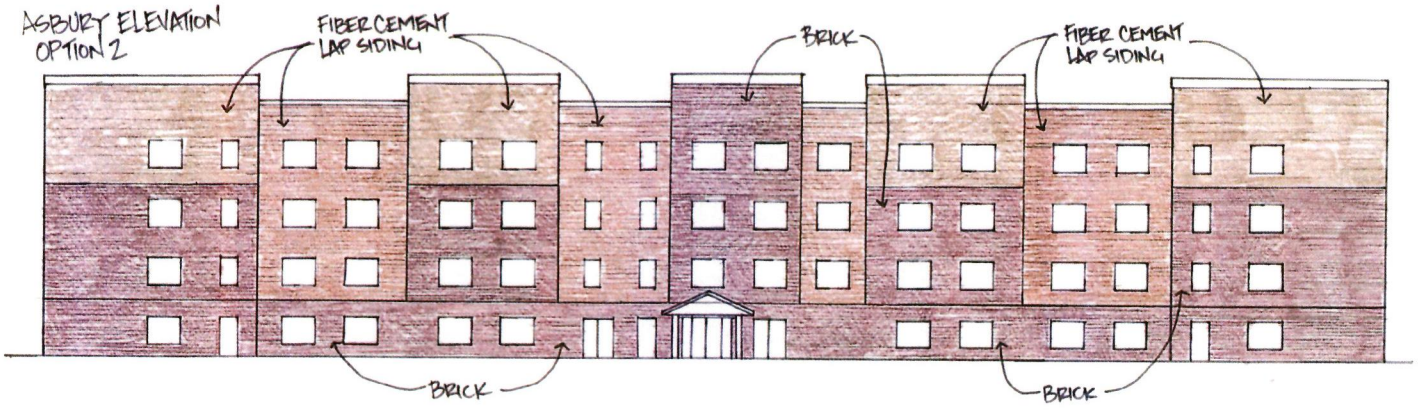
Jim Danaher
President
CBC Financial Corporation

ARCHITECT STUDIES AND PLANS

ASBURY ELEVATION
OPTION 1



ASBURY ELEVATION
OPTION 2



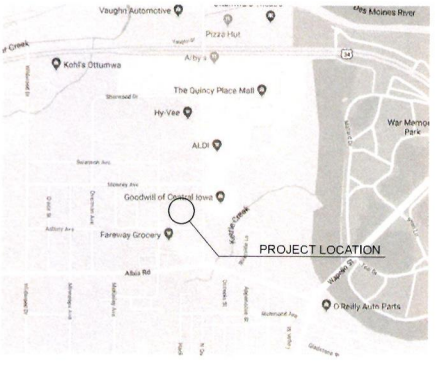
PROJECT TEAM:

OWNER: **CBC FINANCIAL**
1708 S. MAIN STREET
FAIRFIELD, IOWA 52556

ARCHITECT: **EBERSOLDT + ASSOCIATES ARCHITECTURE, LLC**
1214 WASHINGTON AVENUE
ST. LOUIS, MO 63103

DRAWING INDEX:

0000	COVER SHEET
AS100	SITE PLAN
A100	FIRST FLOOR PLAN
A101	SECOND FLOOR PLAN
A102	THIRD FLOOR PLAN
A103	FOURTH FLOOR PLAN
A104	ROOF PLAN
A200	ENLARGED 1 BED / 1 BATH ACCESSIBLE UNIT PLAN
A201	ENLARGED 1 BED / 1 BATH TYPE-A UNIT PLAN
A202	ENLARGED 1 BED / 1 BATH TYPE-B UNIT PLAN
A203	ENLARGED 2 BED / 1 BATH ACCESSIBLE UNIT PLAN
A204	ENLARGED 2 BED / 1 BATH TYPE-A UNIT PLAN
A205	ENLARGED 2 BED / 1 BATH TYPE-B UNIT PLAN
A206	ENLARGED 2 BED / 1 BATH TYPE-B END UNIT PLAN
A400	EXTERIOR ELEVATIONS
A401	EXTERIOR ELEVATIONS



DEVELOPER 3/4/20
CBC FINANCIAL
1708 S. MAIN STREET
FAIRFIELD, IOWA 52556
P: 641.209.1883

0000 COVER

ASBURY HEIGHTS
1321 ASBURY AVENUE
OTTUMWA, IOWA 52501
IFA APPLICATION

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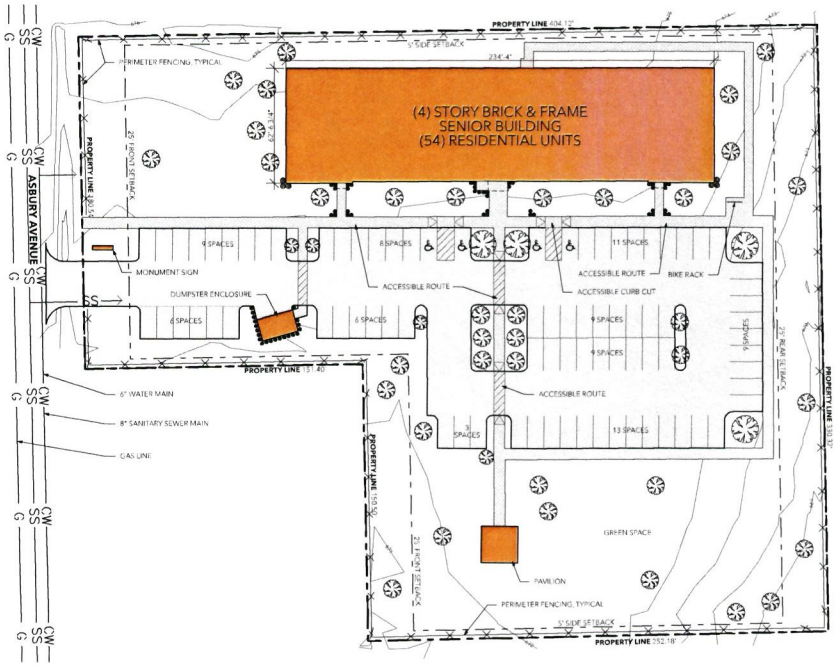

1 SITE PLAN

0 20' 50' 100'

PROJECT SQUARE FOOTAGE:

FIRST FLOOR	= 14,228 NSF (14,531 GSF)
SECOND FLOOR	= 14,228 NSF (14,531 GSF)
THIRD FLOOR	= 14,228 NSF (14,531 GSF)
FOURTH FLOOR	= 14,228 NSF (14,531 GSF)
RES. BUILDING TOTAL	= 56,912 NSF (58,124 GSF)
COMMON SPACE	= 12,788 NSF (11,192 GSF)

TOTAL RESIDENTIAL SQUARE FOOTAGE:

(20) 1 BED UNITS @ 703 NSF (752 GSF)	= 14,060 NSF (15,040 GSF)
(18) 2 BED UNITS @ 896 NSF (954 GSF)	= 16,128 NSF (17,172 GSF)
(16) 2 BED END UNITS @ 871 NSF (920 GSF)	= 13,936 NSF (14,720 GSF)
(54) UNITS, TOTAL RENTABLE	= 44,124 NSF (46,932 GSF)

UNIT SUMMARY

(2)	1 BED / 1 BATH FULLY ACCESSIBLE UNIT
(1)	1 BED / 1 BATH ACCESSIBLE COMMUNICATION FEATURES
(5)	1 BED / 1 BATH TYPE-A ACCESSIBLE UNIT
(12)	1 BED / 1 BATH TYPE-B ACCESSIBLE UNIT
(4)	2 BED / 1 BATH FULLY ACCESSIBLE UNIT
(1)	2 BED / 1 BATH ACCESSIBLE COMMUNICATION FEATURES
(9)	2 BED / 1 BATH TYPE-A ACCESSIBLE UNIT
(20)	2 BED / 1 BATH TYPE-B ACCESSIBLE UNIT
(54)	TOTAL RESIDENTIAL UNITS

BUILDING CODE CLASSIFICATION: 2015 IBC

ZONING CLASSIFICATION: R-5 MULTI-FAMILY RESIDENTIAL HIGH DENSITY

SURFACE LOT PARKING SPACES:

(3) ACCESSIBLE PARKING SPACES
(1) VAN ACCESSIBLE PARKING SPACE
(79) STANDARD PARKING SPACES
(83) TOTAL SURFACE PARKING SPACES

N

DEVELOPER 3/4/20

CBC FINANCIAL
1708 S. MAIN STREET
FAIRFIELD, IOWA 52556
P. 641.209.1883

AS100 SITE PLAN

ASBURY HEIGHTS
1321 ASBURY AVENUE
OTTUMWA, IOWA 52501
IFA APPLICATION

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IOWA FINANCE AUTHORITY ALLOCATION OF FUNDS IN 2021

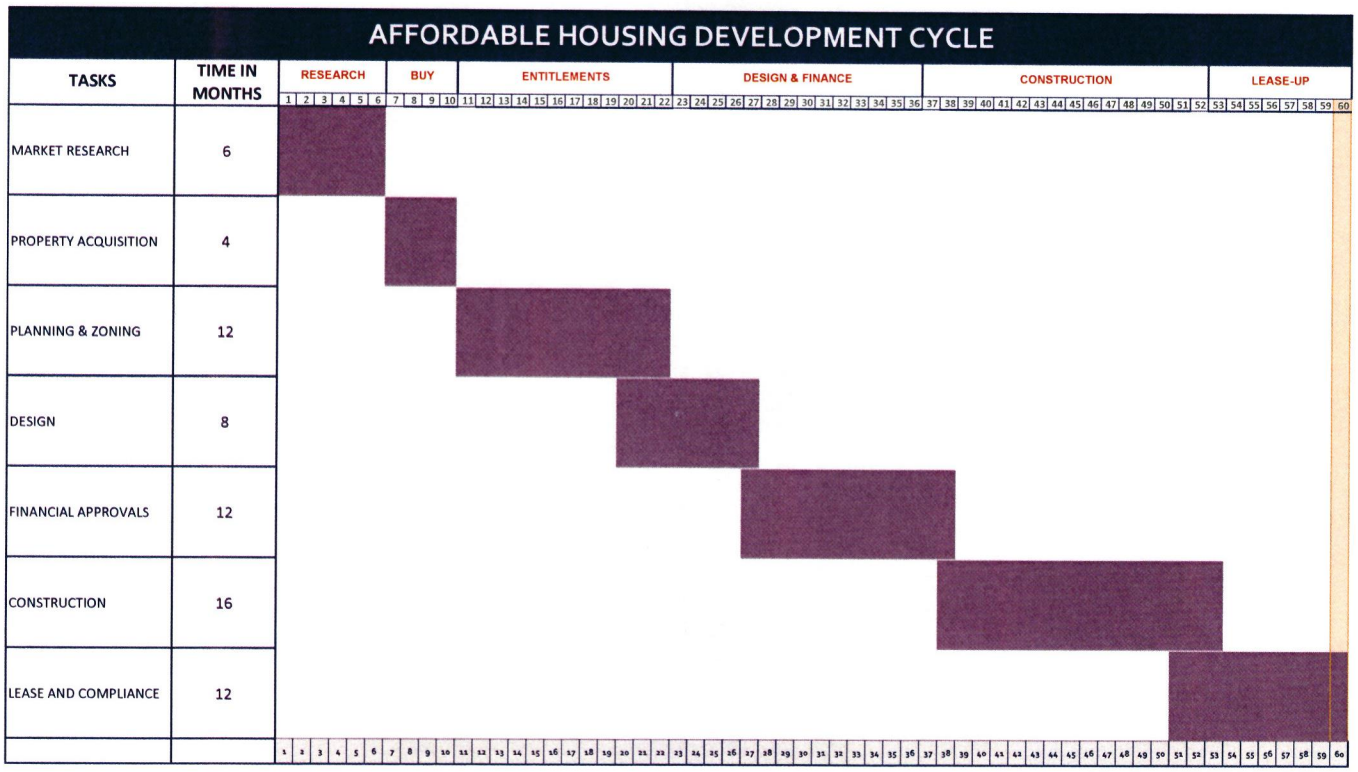
2021 IOWA HOUSING / FUNDING										
#	Project Name	City	County	TYPE	Type	LI Units	Market Rate Units	Total Units	Set Asides	DERECHO
1	Stella Ridge 2021	Grinnell	Poweshiek	Family	New	44	8	52	Derecho Disaster, Rural	YES
2	Tulip Tree Apartments	Marion	Linn	Older Persons 55	New	36	4	40	Nonprofit, Derecho Disaster	YES
3	Van Allen	Clinton	Clinton	Family	Rehab	17	2	19	Nonprofit, Derecho Disaster, Rural	YES
4	Villas at Fox Pointe Boone	Boone	Boone	Family	New	36	4	40	Derecho Disaster, Rural	YES
5	Cottage Bluff	Clinton	Clinton	Older Persons 55	New	35	4	39	Derecho Disaster, Rural	YES
6	Brookline II	DeWitt	Clinton	Family	New	32	4	36	Derecho Disaster, Rural	YES
7	Shenandoah Senior Villas	Shenandoah	Fremont	Older Persons 55	New	38	2	40	Disaster Recovery, Rural	YES
8	Johnston Crossing II	Johnston	Polk	Older Persons 55	New	45	5	50	Derecho Disaster	YES
9	Timber Ridge Senior	Marshalltown	Marshall	Older Persons 55	New	37	5	42	Derecho Disaster, Rural	YES
10	Grace Creek Senior Apartments	West Des Moines	Dallas	Older Persons 55	New	30	4	34		NO
11	Cedar Rapids Brickstone LLLP	Cedar Rapids	Linn	Family	New	43	0	43	Supportive Housing for Families	YES
12	Westown Crossing Senior Apartments	West Des Moines	Polk	Older Persons 55	New	39	5	44	Derecho Disaster	YES
13	59th Avenue Senior Lofts	Johnston	Polk	Older Persons 55	New	45	6	51	Derecho Disaster	YES
14	Graceview Courtyard Phase II	Council Bluffs	Pottawattamie	Older Persons 55	New	58	7	65	Nonprofit, Disaster Recovery	YES
15	The Reserves at Hawkeye	Boone	Boone	Family	New	43	5	48	Derecho Disaster, Rural	YES
16	Vive	Cedar Rapids	Linn	Older Persons 55	New	46	6	52	Derecho Disaster	YES
17	The Reserves at South Lake	Grinnell	Poweshiek	Family	New	43	5	48	Derecho Disaster, Rural	YES
18	Tallgrass	DeWitt	Clinton	Family	New	32	4	36	Derecho Disaster, Rural	YES

OTTUMWA AFFORDABLE HOUSING

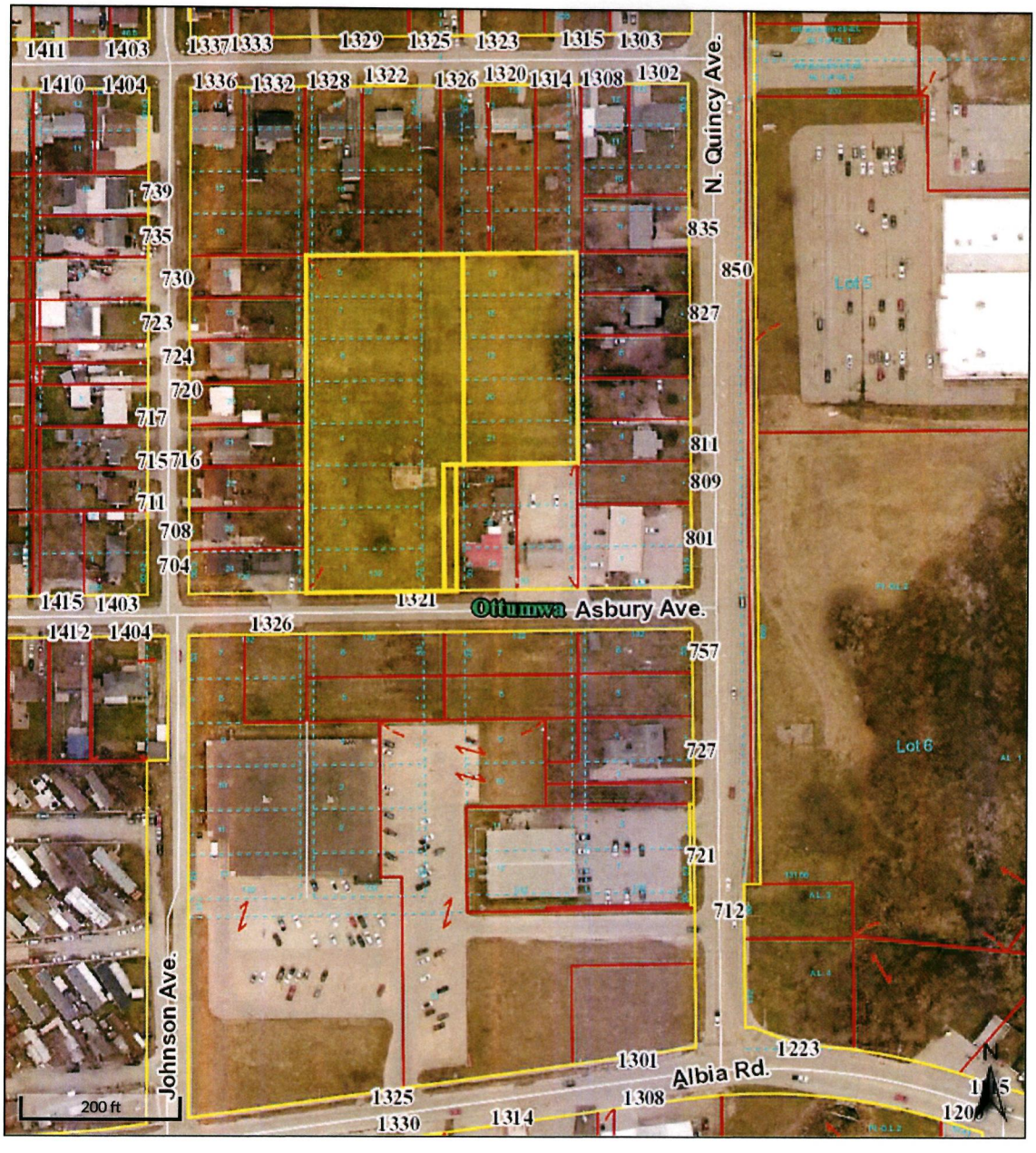
OTTUMWA HOUSING STUDY

RENTER HOUSEHOLDS							
All Age Groups							
Year 2021 Estimates							
	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers HH	6+-Pers HH	Total
$0-10,000	266	72	51	8	11	11	**419**
$10,000-20,000	372	135	44	14	13	5	**583**
$20,000-30,000	195	157	19	41	52	40	**504**
$30,000-40,000	115	146	95	57	10	4	**427**
$40,000-50,000	152	39	15	15	18	9	**248**
$50,000-60,000	96	33	79	14	7	3	**232**
$60,000-75,000	47	47	20	20	5	3	**142**
$75,000-100,000	67	24	65	27	12	2	**197**
$100,000-125,000	54	15	49	27	5	1	**151**
$125,000-150,000	37	15	13	19	1	0	**85**
$150,000-200,000	21	20	9	9	5	1	**65**
$200,000+	19	10	12	9	1	0	**51**
Totals	**1,441**	**713**	**471**	**260**	**140**	**79**	**3,104**
				Affordble Rental Households			2,181
				% of Total Rental Households			70%

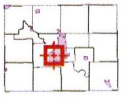
AFFORDABLE HOUSING DEVELOPMENT SCHEDULE


AFFORDABLE HOUSING DEVELOPMENT CYCLE
TASKS
TIME IN MONTHS
RESEARCH
BUY
ENTITLEMENTS
DESIGN & FINANCE
CONSTRUCTION
LEASE-UP
MARKET RESEARCH
6
PROPERTY ACQUISITION
4
PLANNING & ZONING
12
DESIGN
8
FINANCIAL APPROVALS
12
CONSTRUCTION
16
LEASE AND COMPLIANCE
12

Beacon™ Wapello County, IA



Overview



Legend

- Easements
- Lots
- Parcels
- <blank>
- <blank>
- City Limits
- Lot Symbols
- Misc Symbols
- Parcel Symbols
- Road Symbols
- Right-of-Way Line
- Roads

Date created: 4/26/2022
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Item No. I.-2.

CITY OF OTTUMWA
Staff Summary

** ACTION ITEM **

Council Meeting of : Jun 7, 2022

Philip Rath
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Ordinance No. 3199-2022 - An Ordinance Establishing a Human Rights Commission Within the City of Ottumwa

****

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

RECOMMENDATION: Pass and Adopt the First Reading of Ordinance 3199-2022
Waive the Second and Third Readings of Ordinance 3199-2022

DISCUSSION: In 1982, a City Code was amended to combine the Human Rights Commission with the Fair Housing Board and updating the Code as pertains to the HRC. In 2015, the City Code was again amended to abolish the local Human Rights Commission and revise the complaint process by referring claims to the Iowa Civil Rights Commission (the State). During the recent planning process to update the Comprehensive Plan – Our Ottumwa 2040 identifies "Celebrating Diversity" as one of four overarching goals for the next twenty years.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed:

Despite the call to celebrate diversity, the original draft of the planning document fell a little short on content. Prior to the final draft, staff and the Mayor sought more input from various groups in the community. One of the suggestions that came from these meetings was to reinstate the local Human Rights Commission. Following the adoption of the Comprehensive Plan the Mayor and I have had a few follow up meetings and researched the topic. In accordance with Iowa Code cities with a population equal or greater than 29,000 are required to establish and fund a local civil rights commission. The code does not prohibit smaller cities from establishing the same; however, there may be limitations to enforcing local discriminatory ordinances against entities exempt under the Iowa Civil Rights Act.

From our research it appears the Commission was abolished due to reduced participation and many of the complaints being sent to the State Commission in Des Moines. That does not equate; however, to a diminished need to promote equity and inclusion. The City should be a leader in these efforts. This is perhaps where an advisory commission could be an asset – a group to help 1) identify and address barriers within organizational systems, 2) help attract and retain a talented workforce skilled at working in an inclusive and respectful manner with one another and the community, 3) evaluate and create processes, policies, plans, practices, programs, and services that meet the diverse needs of those we serve and 4) when needed, assist individuals and groups with filing complaints of unfair or discriminatory practices.

On May 17, a draft charter of the commission was presented to the City Council for consideration. This charter was reviewed at a work session scheduled on May 24, 2022. Following that session the charter was utilized to draft the attached Ordinance before the City Council tonight.

ORDINANCE NO. 3199-2022

AN ORDINANCE ESTABLISHING A HUMAN RIGHTS COMMISSION WITHIN THE CITY OF OTTUMWA

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

SECTION ONE. A new Chapter 2, Article VI, Division 7, Human Rights Commission, is added to the Code of Ordinances of the City of Ottumwa as follows:

DIVISION 7. - Human Rights Commission

Sec. 2-550. - PURPOSE.
The purpose of this chapter is to establish a nonjudicial Human Rights Commission consistent with the Iowa Civil Rights Act (Chapter 216, Code of Iowa); to recognize the authority of the Iowa Civil Rights Commission and foster use of its procedures and programs; to increase awareness, understanding and appreciation of diversity, equity and inclusion within the community; and to proclaim a public policy of nondiscrimination by securing freedom from discriminatory practices based on a person's race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability as defined in Iowa Code Chapter 216 ("Protected Groups"), protecting individual dignity, ensuring their full productive capacities, preserving the public safety, health, and general welfare, and promoting the interests, rights, and privileges of individual citizens within the City.

Sec. 2-551. - DEFINITIONS.
When used in this chapter, unless the context otherwise requires:

1. COMMISSION: The Ottumwa Human Rights Commission created by this chapter.
2. COMPLAINT: A report of discrimination as provided by this chapter.
3. PERSON: One or more individuals, partnerships, associations, corporations, legal representatives, trustees, receivers, and the State of Iowa and all political subdivisions and agencies thereof.

Sec. 2-552. - COMMISSION APPOINTED.

1. The City Human Rights Commission shall consist of nine (9) voting members appointed by the Mayor with approval of the City Council. Appointments shall represent the diversity of people in Ottumwa with respect to race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in so far as may be practicable. At the establishment of this commission, three members shall be appointed for a three-year term, three members for a two-year term and three members for a one-year term.
2. The City Human Rights Commission shall also include three (3) ex-officio (non-voting) members. The ex-officio members shall include the Mayor, the City Administrator, and a member of the City Council.
3. The term of appointment for voting members shall be three (3) years from July 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or

otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.

4. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.

5. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the City from time to time.

6. The members of the commission shall be residents of the City of Ottumwa.

7. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as needed for that purpose.

Sec. 2-553. - POWERS AND DUTIES.

The commission's powers and duties include:

1. Listening to community members and providing access to resources that may resolve, or assist in the resolution of their complaints.

2. Connecting citizens with the Iowa Civil Rights Commission in circumstances that may require enforcement action.

3. The commission is to recommend to the Mayor and City Council policies and programs with the objective of implementing commission goals concerning human rights of persons and groups in the community.

4. Collaborating with organization and individuals in our community to provide education and training with the goal of ending discrimination and inequities.

5. Collecting data and information to identify and report upon the various populations recognized in the community. Create a report to be issued on a bi-annual basis identifying the results of these efforts.

6. Provide planning necessary to promote the human rights of all members of the community.

7. The commission shall ascertain the status of human rights in our community and report before the City Council annually.

8. Recommend educational and community training opportunities concerning relevant human rights issues and best practices.

9. Connect various populations through promoting and creating events to help celebrate culture and inclusion.

10. With approval of the City Council and with the assistance of the City staff, receiving administering, dispensing and accounting for any City funds that may be allocated, any donations that may be voluntarily contributed to the commission, or any grants that may be awarded to the commission for furthering the purposes of this chapter.

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 7th day of June, 2022.

PASSED on its second consideration the _____ day of waived, 2022.

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

APPROVED this 7th day of June, 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 Richard
Chris Reinhard, City Clerk

02054621-1\10981-1000