

****AMENDED AGENDA
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 4
Council Chambers, City Hall

February 2, 2021
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through February 6, 2021. Effective 12:01 a.m. on December 17, 2020, and continuing until 11:59 p.m. on February 6, 2021: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 2 on January 15, 2021 and Regular Meeting No. 3 on January 19, 2021 as presented.
2. Approve the purchase of five 2021 Ford Utility Police Interceptor Utility vehicles from Stiver's Ford of Waukee, IA in the amount of \$174,890 and the purchase of the police equipment necessary for basic police functions in the amount of \$61,625 from Racom Corporation for the Ottumwa Police Department.
3. Approve the purchase of a large color format printer for the Engineering Department in the amount of \$10,500 from Infomax.
4. Approve payment to Emergency Apparatus Maintenance, Inc., in the amount of \$5,614.79 for repairs to Fire Department Vehicle #317.
5. Resolution No. 22-2021, authorizing the destruction of certain records according to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Retention Manual.
6. Beer and/or liquor applications for: Coffee Pho 77, 1111 Quincy Ave., #109; Albia Road BP, 1340 Albia Road; North Court BP, 1301 North Court; Pennsylvania & Jefferson BP, 1147 North Jefferson, West Second & McPherson BP, 1049 West Second; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Video of Snow Plowing
2. Annual review – City Administrator scheduled for February 16, 2021.

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. Review and Accept the Certified Local Government Annual Report for 2020 as submitted by the

Ottumwa Historic Preservation Commission.

RECOMMENDATION: Authorize the Mayor to sign the annual report and submit to the State Historic Preservation Office.

2. Informational Update – Snow Budget.

RECOMMENDATION: Department Report on Snow Budget.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving FY22 Maximum Property Tax Dollars.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 23-2021, approving the maximum property tax dollars for Fiscal Year 2022.

RECOMMENDATION: Pass and adopt Resolution No. 23-2021.

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

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 27-2021, approving the plans, specifications, form of contract and estimated cost for the Woodland Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 27-2021.

H. RESOLUTIONS:

1. Resolution No. 24-2021, 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 for \$7,025,000 General Obligation Capital Loan Notes, Series 2021A.

RECOMMENDATION: Pass and adopt Resolution No. 24-2021.

**2. Resolution No. 25-2021, 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 and Continuing Disclosure Certificate for \$7,025,000 General Obligation Capital Loan Notes, Series 2021A.

RECOMMENDATION: Pass and adopt Resolution No. 25-2021.

3. Resolution No. 26-2021, resolution to adopt a Partnership to bring the Keith Haring Outdoor Fitness Court ® to Ottumwa, Iowa as part of the 2021 National Fitness Campaign.

RECOMMENDATION: Pass and adopt Resolution No. 26-2021.

4. Resolution No. 28-2021, approving Change Order No. 3 and accepting the work as final and complete and approving the final pay request for the East Main (Jefferson to Vine) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 28-2021.

5. Resolution No. 29-2021, award the contract for the Marion Street Reconstruction Project to Drish Construction of Fairfield, Iowa, in the amount of \$735,723.

RECOMMENDATION: Pass and adopt Resolution No. 29-2021.

6. Resolution No. 30-2021, award the contract for the WPCF Effluent Diffuser Project to J. F. Brennan Company, Inc. of LaCrosse, Wisconsin, in the amount of \$77,250.

RECOMMENDATION: Pass and adopt Resolution No. 30-2021.

- **7. Resolution No. 31-2021, 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 for \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B.

RECOMMENDATION: Pass and adopt Resolution No. 31-2021.

- **8. Resolution No. 32-2021, 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 Continuing Disclosure Certificate for \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B.

RECOMMENDATION: Pass and adopt Resolution No. 32-2021.

I. ORDINANCES:

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. *****

****AMENDED to have two authorizing resolution numbers for each bond proceeding.**



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FAX COVER SHEET

City of Ottumwa

DATE: 1/29/2021 TIME: 12:15 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: **AMENDED Agenda for the Regular City Council Meeting #4 to be held on 2/02/2021 at 5:30 P.M. Social Distancing and mask or other face covering when inside a building are required for all people two or older. Six feet of physical distance between each group or individual attending alone must be followed at all times.

*** FAX MULTI TX REPORT ***

JOB NO. 3053
DEPT. ID 4717
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ERROR 916416828482

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TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

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FROM: Christina Reinhard

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

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DEPT. ID 4717
ST. TIME 01/29 10:04
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SPECIAL MEETING NO. 2
Council Chambers, City Hall

January 15, 2021
12:00 O'Clock P.M.

The meeting convened at 12:00 P.M.

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

Dalbey moved, seconded by Berg to approve the agenda as presented. Motion carried 4-0 vote. Council Member Meyers was absent.

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

Roe moved, seconded by Berg that Res. No. 13-2021, setting Feb. 2, 2021 as the date of a public hearing for the consideration of the Maximum Property Tax Dollars for the City's proposed FY22 Budget, be passed and adopted. Finance Dir. Mulder reported IA Law requires us to hold a PH on the proposed Maximum Property Tax Dollars before adopting the City Budget. Although the Max Levy is set, we anticipate the final tax rate to be lower. Motion carried 4-0 vote. Council Member Meyers was absent.

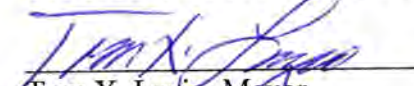
There being no further business, Roe moved, seconded by Dalbey that the meeting adjourn. Motion carried 4-0 vote. Council Member Meyers was absent.

Adjournment was at 12:05 P.M.

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 3
Council Chambers, City Hall

January 19, 2021
5:50 O'Clock P.M.

The meeting convened at 5:50 P.M.

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

Roe moved, seconded by Berg to approve the following consent agenda items: Mins. from Reg. Mtg. No. 1 on Jan. 5, 2021 as presented; Ack. Dec. financial stmt. and pymt. of bills as submitted by the Finance Dept.; Approve appointment of Bruce Hopkins to Operator at WPCF effective Feb. 1, 2021; Approve appointment of Shelby Smith to full-time Communication Specialist for Ottumwa Police Dept. effective Jan. 20, 2021; Beer and/or liquor applications for: Iowa Liquor & Tobacco, 1021 E. Main; Fareway Stores, Inc., 1325 Albia Rd.; Dollar General #7179, 721 N. Quincy Ave.; Dollar General #2898, 921 E. Main; Recovery Room, 1805 W. Second; The Keg, with outdoor service area, 622 Church St; Hy-Vee Wine & Spirits, 2453 N. Court; Hy-Vee Gas #1, 1027 N. Quincy Ave.; Hy-Vee Gas #2, 2457 N. Court; all applications pending final inspections. Motion carried 4-0 vote. Council Member Meyers was absent.

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

City Admin. Rath discussed a Code of Conduct is being reviewed; looking at ways to incorporate this into our current elected officials manual; this will be brought for consideration at a later date. Possibility of Representative Miller-Meeks establishing a regional office at City Hall.

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

Berg moved, seconded by Roe to approve the purchase of a new Flygt 3153 pump from Electric Pump in Des Moines, IA for the quoted price of \$14,069 for WPCF. Motion carried 4-0 vote. Council Member Meyers was absent.

This was the time, place and date set for a public hearing approving the plans, specs., form of contract and est. cost for the Johnson Ave. Recon. Project. PW Dir. Seals reported est. cost is \$109,000; bids are due Feb. 10, 2021 at 2:00 P.M. No objections were recd. Dalbey moved, seconded Berg to close the public hearing. Motion carried 4-0 vote. Council Member Meyers was absent.

Roe moved, seconded by Berg that Res. No. 18-2021, approving the plans, specs., form of contract and est. cost for the Johnson Ave. Recon. Project, be passed and adopted. Motion carried 4-0 vote. Council Member Meyers was absent.

Dalbey moved, seconded by Roe that Res. No. 12-2021, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, totaling \$13,462.97, be passed and adopted. Planner Simonson reported this includes 13 properties for various nuisances. Motion carried 4-0 vote. Council Member Meyers was absent.

Roe moved, seconded by Berg that Res. No. 14-2021, directing the acceptance of a proposal to Purchase \$9,010,000* General Obligation Capital Loan Notes, Series 2021A; and approving the Form and Auth. Execution of a Note Purchase Agt., be passed and adopted. Finance Dir. Mulder introduced Tim Oswald with Piper Sandler & Co. to further explain the next three resolutions and the bonding process. Two

series of bonds were sold today; one to fund CIP for current yr. and upcoming yr. and the other was to refinance for a better rate. Total issuance will be \$7,025,000 and not \$9,010,000, which included a refinance that cannot be processed at this time. Ave. interest rate will be 1.67% on this bond. The refinance of the bonds from 2011 will be at 1.61% (which is lower than 4.22% it was done at). This is a reduction in costs (or savings) for the City of approximately \$198,000. There will be a resolution on the next mtg. that draws the total bond issuance down from this resolution amt. Motion carried 4-0 vote. Council Member Meyers was absent.

Dalbey moved, seconded by Roe that Res. No. 15-2021, directing the acceptance of a proposal to Purchase \$1,400,000* Taxable General Obligation Refunding Capital Loan Notes, Series 2021B; and approving the Form and Auth. Execution of a Note Purchase Agt., be passed and adopted. Motion carried 4-0 vote. Council Member Meyers was absent.

Berg moved, seconded by Dalbey that Res. No. 16-2021, auth. the redemption of Outstanding General Obligation Bonds, Taxable Series 2011A, dated Oct. 19, 2011, be passed and adopted. Tim explained that this item gives notice to bond holders that you intend to pay them off. All three of these resolutions go together for the entire process. Motion carried 4-0 vote. Council Member Meyers was absent.

Roe moved, seconded by Dalbey that Res. No. 17-2021, authorizing the Planning Dept. to pursue an Iowa's Rural Heritage Revitalization Grant and auth. the Mayor to sign the application for 131 E. Main St. Planner Simonson reported the City acquired 131 E. Main by taking legal action under IA Code Section 657A. The property had been abandoned by a previous owner and that abandonment and neglect has left the property in a blighted condition at one of the most visible intersections in downtown. The bldg. is the First National Bank bldg. and is listed on the National Register of Historic Places. The State Historic Preservation Office is offering grants up to \$125,000 for the revitalization of historic resources belonging to local governments and nonprofits in communities under 50,000 residents. This grant is an opportunity for us, as temp. custodian of this historic property, to set it on a course for rehabilitation and economic development. Stabilization of the exterior terra cotta is the highest priority for protecting this historic resource. Pursuing a grant to stabilize the terra cotta and abate the asbestos in the bldg. will make it a more valuable investment for a prospective developer. This grant requires 30% cash match; with the future sale of the property allowing us to recover the City's investment in the project. Motion carried 4-0 vote. Council Member Meyers was absent.

Dalbey moved, seconded by Roe that Res. No. 19-2021, approving Amendment No. 1 to the Professional Services Agt. for Engineering Services between JEO Consulting Group and the City for the Green St. Storm Sewer Improvements Project. PW Dir. Seals reported this amendment increases the contract by \$12,000 that will be reimbursed by Ottumwa Water Works. Motion carried 4-0 vote. Council Member Meyers was absent.

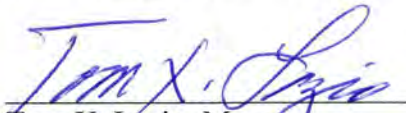
Dalbey moved, seconded by Roe that Res. No. 20-2021, setting the time and days for regular and special council mtgs., be passed and adopted. This also rescinds Res. No. 204-2015. Motion carried 4-0 vote. Council Member Meyers was absent.

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

There being no further business, Roe moved, seconded by Berg that the meeting adjourn. Motion carried 4-0 vote. Council Member Meyers was absent.

Adjournment was at 6:22 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



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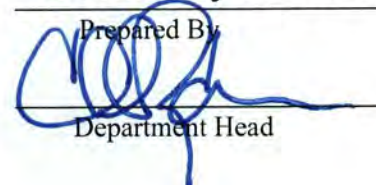
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 2, 2021

Lt. Mickey Hucks

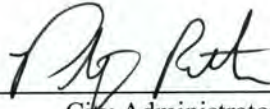
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Approve the purchase of (5) 2021 Ford Utility Police Interceptor Utility vehicles from Stiver's Ford of Waukee, IA in the amount of \$174,890.00 and the purchase of the police equipment necessary for basic police functions in the amount of \$61,625.00 from Racom Corporation.

****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 (5) 2021 Ford Utility Police Interceptor Utility vehicles and the purchase of the police equipment necessary for basic police functions.

DISCUSSION: The City's Fleet Committee and the Police Department recommend replacing (4) older vehicles in the department's fleet with (4) new vehicles. City staff will determine which City department older vehicles will be replaced. The (4) new vehicles will be funded through Fleet/CIP as presented by staff.

(1) vehicle will be an insurance replacement for vehicle #438, which was involved in an accident and subsequently deemed a total loss. The vehicle will be funded through insurance reimbursement.

Stiver's Ford in Waukegan, IA was awarded the state contract for the Ford Utility Police Interceptor. The new vehicles will be AWD (all wheel drive) with a V6 engine.

Ford Utility Police Interceptor AWD @ \$34,978.00 x 5 = \$174,890.00
Equipment & Installation @ \$12,325.00 x 5 = \$ 61,625.00

The cost of equipment and installation is an estimate due to not knowing what costs will be at the time of purchase. Any equipment that is transferable from an older vehicle to a new vehicle will be utilized and subtracted from the overall equipment costs.

Prepared for: , City of Ottumwa

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125



Client Proposal

Prepared by:

Ron Reese

Office: 515-987-3697

Date: 01/26/2021



Prepared for:
City of Ottumwa
Prepared by: Ron Reese
01/26/2021



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

Pricing Summary - Multiple Vehicles (5)

MSRP

Vehicle Pricing

Base Vehicle Price	\$204,225.00
Options & Colors	\$850.00
Upfitting	\$0.00
Destination Charge	\$6,225.00
Subtotal	\$211,300.00

Pre-Tax Adjustments

Code	Description	
State discount	Iowa governmental discount	-\$36,410.00
Total		\$174,890.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Ottumwa
Prepared by: Ron Reese
01/26/2021



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

As Configured Vehicle

Description

Base Vehicle

Base Vehicle Price (K8A)

Packages

Order Code 500A

Includes:

- 3.73 Axle Ratio
- GVWR: 6,840 lbs (3,103 kgs)
- Tires: 255/60R18 AS BSW
- Wheels: 18" x 8" 5-Spoke Painted Black Steel
Includes polished stainless steel hub cover and center caps.
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear
- Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.
- Radio: AM/FM/MP3 Capable
Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.

Powertrain

Engine: 3.3L V6 Direct-Injection (FFV)

(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.

Transmission: 10-Speed Automatic (44U)

3.73 Axle Ratio

GVWR: 6,840 lbs (3,103 kgs)

Wheels & Tires

Tires: 255/60R18 AS BSW

Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes polished stainless steel hub cover and center caps.

Seats & Seat Trim

Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.

Other Options

Monotone Paint Application

119" Wheelbase

Radio: AM/FM/MP3 Capable

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City of Ottumwa

Prepared by: Ron Reese

01/26/2021



Stivers Ford | 1450 East Highway 6 Waukeee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

As Configured Vehicle (cont'd)

Description

Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.

Front Headlamp Lighting Solution

Recommend using ultimate wiring package (67U).

Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.

Includes:

- Grille LED Lights, Siren & Speaker Pre-Wiring

Tail Lamp Lighting Solution

Recommend using ultimate wiring package (67U).

Includes LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.

Rear Lighting Solution

Recommend using ultimate wiring package (67U).

Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.

Dark Car Feature

Courtesy lamps disabled when any door is opened.

Switchable Red/White Lighting in Cargo Area

Deletes 3rd row overhead map light.

Grille LED Lights, Siren & Speaker Pre-Wiring

Driver Only LED Spot Lamp (Whelen)

Underbody Deflector Plate

Engine and transmission shield.

Rear-Door Controls Inoperable

Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.

Global Lock/Unlock Feature

Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.

Remote Keyless Entry Key Fob w/o Key Pad

Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.

Keyed Alike - 1284x

Rear Console Plate

Contours through 2nd row; channel for wiring.

Pre-Collision Assist w/Pedestrian Detection

Includes forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City of Ottumwa
Prepared by: Ron Reese
01/26/2021



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

As Configured Vehicle (cont'd)

Description

Heated Sideview Mirrors

Reverse Sensing System

Noise Suppression Bonds (Ground Straps)

Emissions

50 State Emission System

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Interior Colors

Charcoal Black

Primary Colors

Oxford White

Prepared for:

City of Ottumwa
Prepared by: Ron Reese
01/26/2021



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 100,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Hybrid Electrical Components

Distance 100,000 miles Months 96 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILE
2021 JAN 29 11:08:44
BY
08/10/21

Council Meeting of: February 2, 2021

Alicia Bankson
Prepared By

Engineering
Department

Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve the purchase of a large color format printer for the Engineering Department.

****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 from Infomax for \$10,500.00.

DISCUSSION: This printer is replacing our Océ large format black and white scanner/printer, which was purchased in 2006, and our Canon large format color inkjet printer, which was purchased in 2010. The Océ operating system is Windows XP. With technology constantly evolving, the Océ is no longer compatible with our current operating system. The Canon color printer is failing. 3-4 prints have to be run before a clean print can be obtained, and now we are starting to see hardware errors. Staff researched several brands and models and recommends the purchase of the ColorWave 500 Print Engine. This new machine is a laser printer, which will provide much cleaner, crisper color prints for our mapping.

The price of this printer is \$27,430, but the City has been offered a largely discounted demonstration model at the cost of \$10,500.

Canon ColorWave 500

Print/Copy/Scan

Includes:

- Copy/Print at 4 ppm D-size prints for Color and Black & White
- Color Touch Screen
- Integrated Top Delivery Tray for up to 75 Prints
- 2 Roll Paper Feed with 7800 ft.² Media Capacity
- 11"- 42" Roll Width
- Océ Scanner Express with Océ Image Logic Technology
- Instant Start-up
- Radiant Rapid Fusing
- ADOBE PostScript Print Board



DEMO ROOM SPECIAL

Investment Opportunity

NASPO State: Iowa Contract #3091

Description	MSRP	Purchase Price	% off MSRP	\$1 Buyout Lease Monthly Payments		
				36 Months	48 Months	60 Months
Océ PlotWave 3000 print engine – 1 roll	\$12,900.00	\$ 9,070.00	29.69%	\$ 306.57	\$ 244.35	\$ 207.43
Océ PlotWave 3000 Product License	\$3,960.00	\$ 2,725.00	31.19%	\$ 92.11	\$ 73.41	\$ 62.32
Océ Scanner Express III	\$5,000.00	\$ 4,000.00	20.00%	\$ 135.20	\$ 107.76	\$ 91.48
Adobe Postscript 3/PDF for Océ PlotWave 3000	\$ 850.00	\$ 680.00	20.00%	\$ 22.98	\$ 18.32	\$ 15.55
	\$22,710.00	\$16,475.00		\$556.86	\$443.84	\$376.78
ColorWave 500 print engine – 2 roll MFP		\$ 10,500.00				\$ 201.60
<i>*Pricing valid while inventory lasts.</i>						
ColorWave 3600 - 2 Roll MFP	\$ 37,990.00	\$ 21,725.61	42.81%	\$ 734.33	\$ 585.29	\$ 496.86
CW3600 License	\$ 2,500.00	\$ 1,450.00	42.00%	\$ 49.01	\$ 39.06	\$ 33.16
CW3600 install	\$ 1,390.00	\$ 695.00	50.00%	\$ 23.49	\$ 18.72	\$ 15.89
Scanner Express IV (NEW)(req w/8782B001)	\$ 5,000.00	\$ 2,605.00	47.90%	\$ 88.05	\$ 70.18	\$ 59.58
Scanner Express IV Activation License 1(req w/8782B0)	\$ 1,300.00	\$ 795.00	38.85%	\$ 26.87	\$ 21.42	\$ 18.18
Rear Cover Scanner 2	\$ 310.00	\$ 160.00	48.39%	\$ 5.41	\$ 4.31	\$ 3.66
	\$ 48,490.00	\$ 27,430.61		\$ 927.16	\$ 738.98	\$ 627.33
TM-305 Printer	\$ 4,995.00	\$ 4,495.50	10.00%	\$ 151.95	\$ 121.11	\$ 102.81

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILE
2021 JAN 29 AM 11:00
OTM

Council Meeting of: February 2, 2021

Public Works
Department

Kelly Blankenship
Prepared By

Larry Seals *Larry Seals*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Approve payment to Emergency Apparatus Maintenance, Inc., in the amount of \$5,614.79 for repairs to vehicle #317.

****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 payment for repairs to vehicle #317.

DISCUSSION: Fire Department vehicle #317 was continually losing power to lights and other accessories. The power management system showed a low voltage problem and after several attempts to find the problem, Emergency Apparatus Maintenance was contacted to work on the vehicle. Trouble shooting revealed a bad power module which was replaced and reprogrammed solving the problem. Total repairs costs were \$5,614.79 which included travel expenses, labor, parts, accessories and freight.

Attached is a copy of the invoice detailing work completed and a summary of charges.

Invoice

**Send Payment To:**

Emergency Apparatus Maintenance, Inc.
7512 4th Avenue
Lino Lakes, MN 55014
TEL: 651.786.4463 · 1.800.EAM.3911
FAX: 651.786.0517
EML: service@eamservice.com

Work Order: 115447
Type: Service
WO Date: 11/19/2020
Invoiced: 12/15/2020
PO:
Reference:

Accounts Payable
Ottumwa, IA Fire Department
201 N. Wapello St.
Ottumwa, IA 52501

Amount Due: \$5,614.79

Terms: Net 30 Days

Service Summary

Engine 3

Miles: 109043

Hours:

Request

- 1 Check pressure governor.

Work Completed

- 1.1 Talking with the Captain on duty, had him go through his morning checks to watch the truck and make sure the department is doing everything correctly. Found all steps to be correct but the truck would not lose interlocks, let truck circulate water - found the truck to not have any issues. Took a lunch to let it cool down due to them saying it would happen after running then stopping and shutting down. Came back and tried to circulate water again and still found it to run just fine. Checked the connections to the park brake switches and found them to be clean and tight with no visual issues but was able to tap on the switch and find it to fall in and out of interlock. Got a new park brake switch and installed it, tried to circulate water again and could not get the truck to fall out of interlock. Talked to the department and told them to hold off on truck checks in the morning, got back in the morning and watched as they did checks on the engine - found the truck to lose interlock again. Told the department to not touch the truck as I grabbed my multi-meter to check to see if it was getting interlock power at the head, as I back probed the deutsch connector found the truck to fix itself. Shut the truck down and started it back up, started circulating water again and within a couple minutes had the interlocks fall out again and truck go back down to idle. Checked power at the head for interlocks and found no power at the interlocks as I checked to make sure I was getting a good connection watched the power go from .03 volts to 12 volts without touching anything. Shut truck down and restarted it again to try and get truck to fail again, was not able to get truck to fail again. Called EAM techs to confer with them, called Dave Evens from ALF to see if he could help any, he said when the truck loses interlocks to check the interlock wire at the ALF Fire Chassis Control box. Tried to get the truck to lose interlocks again and could not get it to happen. Closed the compartment the control box is in and took a lunch, came back and opened the compartment to the control box and started to circulate water again - found the truck to lose interlocks and found the interlock wire at the control box to have .03 volts. Called Dave Evens back to see what was next to check, he informed me that if I had issues before that box I would have more issues then losing pump interlocks on the water pump and that the box is having issues. Called Rex to get parts info on a new one and called Donald to get estimate. Talked to Corey and let him know what was going on and the estimate he gave a green light to order parts and do the repairs, ordered parts.

Credited for 4.75 hours of travel as agreed to further troubleshoot

- 2 Replace Load Master controller

- 2.1 Gained access to the load manager in the upper compartment, disconnected the wiring and was able to remove the old load manager. Called Dave Evans

Invoice



Send Payment To:
 Emergency Apparatus Maintenance, Inc.
 7512 4th Avenue
 Lino Lakes, MN 55014
 TEL: 651.786.4463 · 1.800.EAM.3911
 FAX: 651.786.0517
 EML: service@eamservice.com

Work Order: 115447
Type: Service
WO Date: 11/19/2020
Invoiced: 12/15/2020
PO:
Reference:

Accounts Payable
 Ottumwa, IA Fire Department
 201 N. Wapello St.
 Ottumwa, IA 52501

Amount Due: \$5,614.79

Terms: Net 30 Days

Request

Work Completed

and he was able to walk me through how to program the upper board for the pump controls, he sent me a "how to" to be able to program the lower board but was not sure on any differences between the new and old boards, had to call Class One and work with them to figure out how to program the upper board, was able to program all the inputs with no issues but they couldn't understand the new board, I could program the outputs as well, finally was able to figure out how the old board was programmed for outputs and programmed it to match the old board as well. Installed the new load manager into the truck and finished programming it for the lights, tried the lights to make sure they were working correctly, found the top rotator to come on without the load manager on. Tried to program the lights again and found the same thing, shut the truck off and unplugged the lower board for the lights and plugged in the old board, wrote down how it was programmed and compared it to the instructions - found the old board to be programmed different for the rotators. Shut the truck down and plugged in the new board and programmed it the same as the old board and found all the lights to be working. Started the truck and tried to get the truck to lose interlocks and found it to not be losing them as before. Went and turned all on loads that I could to see if the truck would lose interlocks, found the interlocks to stay in. Shut the pump down and put all loads on the truck that I could, started to add more with the battery tester - found the truck to start to shed load as needed to be able and keep truck voltage. Tried multiple times to get the truck to lose interlocks and was not able to.

3 Rebuild left rear discharge valve.

3.1 Removed the left rear discharge valve, disassembled the valve and cleaned the housing, installed a new Akron valve kit and reassembled the valve. Reinstalled the valve into the truck circulated water and found the left rear to not be leaking under pressure. Drained the pump of water and found the truck to pull 18 lbs of vac and drop 18 lbs of vac due to the packings being out of adjustment and pump needing to be repacked.

Parts Installed & Summary of Charges

Qty	Price	Total	Part	Part Number	Summary of Charges
1.0	\$18.31	\$18.31	SWITCH-SW-PRESS NC 2-6PSI 2-BLD 1/8	FSC1749 2134	Total Labor \$2,545.75
1.0	\$2,720.00	\$2,720.00	Load Manager	FYR 101709	Total Parts \$2,953.31
1.0	\$215.00	\$215.00	Akron Brass Ball Conversion Kit, 2 1/2"	8806 / 9146	Total Accessories \$95.00
					Freight \$20.73
					Subtotal: \$5,614.79
					Tax: \$0.00
					Total: \$5,614.79

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 2, 2021

Health & Inspections
Department

Cathy Shepherd
Prepared By
Kevin Flanagan
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution 22-2021 authorizing the destruction of certain records according to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Manual.

****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 Resolution 22-2021.

DISCUSSION: According to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Manual certain records need to be kept for five (5) years. The attached list of records are over five (5) years in age and are records no longer deemed necessary to retain for permanent record by the Health Department.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 22-2021

RESOLUTION AUTHORIZING DESTRUCTION OF CERTAIN RECORDS ACCORDING
TO THE CODE OF IOWA 2015, AS AMENDED, AND THE RECORD RETENTION
MANUAL FOR IOWA CITIES

WHEREAS, the Code of Iowa 2015, as amended, and the Record Retention Manual for Iowa Cities allows for the destruction of certain city records that are over five (5) years in age; and

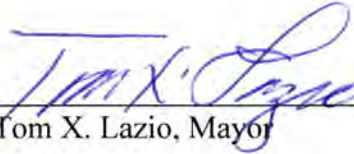
WHEREAS, the records are over five years in age and are records no longer deemed necessary to retain for a permanent record.

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

That the attached list of documents be destroyed under the direction of the Ottumwa Health Department in accordance with State law and the Record Retention Manual for Iowa Cities.

PASSED AND ADOPTED THIS 2ND day of February 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



<u>CONTENTS OF RECORDS</u>	<u>DATE</u>
ENVIRONMENTAL	2015
HEALTH DEPT. TIME SHEETS	2015
PLACARD RELEASE	2015
HOUSING CODE COMPLAINTS	2015
TEMPORARY FOOD LICENSE	2015
LICENSE – FOOD, HOTEL, TANNING, POOL, TATTOO – OUT OF BUSINESS	2015
SIEDA LOW INCOME HOME ENERGY ASSISTANCE PROGRAM FOR TRASH REDUCTION	2015
HOUSING AUTHORITY INSPECTIONS	2015

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 2, 2021

Zach Simonson

Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Historic Preservation Certified Local Government Annual Report

Public hearing required if this box is checked.

RECOMMENDATION: Review and Accept Certified Local Government Annual Report

DISCUSSION: The Ottumwa Historic Preservation Commission has completed the Certified Local Government Annual Report for 2020 and has submitted the Report to City Council to be reviewed and accepted. The CLG Annual Report is required to be completed and submitted to the Iowa Department of Cultural Affairs.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

The Annual Report ensures the Ottumwa Historic Preservation Commission completes certain requirements to remain in good standing as a Certified Local Government. Such requirements include: meeting at least three times a year and attending at least one state-sponsored or state-approved training sessions.

At the January 27, 2021 Historic Preservation Commission meeting the Historic Preservation Commission reviewed and accepted the Annual Report. Historic Preservation Commission members requested the Annual Report be submitted to the City Council for review before being signed and submitted to the State Historic Preservation Office

If you have any questions, please contact Zach Simonson, City Planner, 641-683-0606 or simonsonz@ottumwa.us.

[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)

▲ Certified Local
Government Annual
Report

Certified Local Government Annual Report

* indicates a required field

Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.

This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.

▲ **Two questions on this form need attention.**

Some required questions are incomplete: [19](#) and [36](#)

1. Name of the city, county, or land use district: *

Please choose the name from the drop down table.

Ottumwa Historic Preservation Commission

2. Did your commission undertake any projects for historic identification/survey, evaluation and or registration/nomination projects in this calendar year? *

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

- 1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
- 2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

yes

3. Were any National Register of Historic Places (NRHP) properties in your City, County, or LUD were altered, moved, or demolished in this calendar year? *

yes

1 Forms

2 Attachments

3 Portfolio

4 Submit

NEXT >

St. Joseph Hospital demolition completed.312 E Alta Vista, Ottumwa, IA 52501

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4. Does your local government designate local landmarks or local districts? *

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

No

5. If you answered yes to the previous question, in this calendar year, what properties did your city place on its list of locally designated historic landmarks and/or historic districts? Please provide the historic name and address of each property

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

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6. In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A *

N/A

3 of 8000 characters

7. Has your city or county passed other ordinances that directly or indirectly affect historic preservation? *

no

1 Forms — 2 Attachments 3 Portfolio 4 Submit

NEXT >

preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.

2) The CLG shall provide for adequate public participation in the local historic preservation programs.

a. Historic preservation planning. Examples include the development or revision of an preservation plan, development of a work plan for your commission, etc.

b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.

c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.

d. Design guidelines/standards

8.1.

Describe the city, county, LUD, and/or historic preservation commission's historic preservation planning activities in this calendar year. *

The City completed its 2040 Comprehensive Plan which includes setting the goal of completing a Historic Preservation Plan. The Our Ottumwa Comprehensive Plan also specifically called for placing an emphasis on understanding and promoting local Black history, women's historic, Native American history, LGBTQ history and the immigrant experience in the preservation plan.

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8.2.

Describe the city, county, LUD, and/or historic preservation commission's public education programs in this calendar year. *

Please provide specific details such as date of event, description of the event, how many people participated, whether the commission partnered with other organizations)

The Commission hosted neighborhood meetings for residents of the historic districts. The Commission launched its new newsletter The Ottumwa Preservationist. The Commission installed boundary signs marking the historic districts. Finally, the Commission launched its new website which hosts information about historic assets, news about upcoming events, a new interact map for self-guided tours and the newsletter.

413 of 8000 characters

1 Forms**2** Attachments**3** Portfolio**4** Submit**NEXT** > Choose a file

9. Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year? *

The Commission continued to grow more ambitious as it took on bigger projects and set impactful goals. Like the rest of the world, the Commission struggled with the communication challenges and planning setbacks that came from the COVID-19 public health emergency. The Commission adapted by taking advantage of online tools to continue to meeting, sharing information with the public and completing projects.

408 of 8000 characters

10.

What partnerships did your commission form or continue with other entities? (examples include local main street office, local school, historical society, library, museum, service club, etc.) If none, enter N/A *

The Commission continued to develop a partnership with the Friends of Historic Preservation, a local non-profit that has expanded it's mission from preserving the Court Hill District to all historic sites in the community. The Commission also continued to collaborate with Main Street Ottumwa, the League of Women Voters and the Wapello County Historical Society and Museum.

374 of 8000 characters

11.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A. *

No.

3 of 8000 characters

12. Does your commission have a website? *

- Yes
 No

12.1. What is the website address? *

36 of 6000 characters

13. Does your commission have a Facebook page? *

Yes

No

14.

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled). *

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.
- 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.
- 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.
- 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

January 22, February, April 22, May 27, June 24, July 22, August 26, September 23, October 14, October 19, November 25.

119 of 8000 characters

15.

We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget? *

\$0.

3 of 6000 characters

16. Where are your official CLG files located? *

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

City Hall, Planning and Development Department

46 of 6000 characters

1 Forms

2 Attachments

3 Portfolio

4 Submit

NEXT >

Dennis Timmer, Chair, Mary Stewart, Sara Canaway, John Gringer, Rick Votaw

78 of 6000 characters

18.

Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan? *

Unfortunately, the Historic Preservation Month events the Commission planned to host with the League of Women Voters and the Wapello County Historical Society and Museum were canceled during the COVID-19 public health emergency. However, the Commission did complete the Historic District Signage Program and continued to develop the program to build neighborhood meetings. The Commission is continuing to pursue a CLG planning grant. Although the City of Ottumwa did not receive the federal BUILD grant that would have jumpstarted development in the Railroad District and Ballingall Park, the City will continue to apply for that opportunity and the Commission will play a role in guiding that development.

706 of 6000 characters

19.

Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2021. Please attach your work plan to your annual report. *



This question is required.

📎 Choose a file

20. Please update contact information about your 2021 Chief Elected Official. *

Note: This is beginning January 2021. Please provide the information for the Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees.

First and Last Name	Mailing Address	Phone Number	Email Address
Tom Lazio	105 E Third St.,	641-683-0600	mayor@ottumw. 🗑

+ Add a row

21.

Please update contact information about your Staff Person for the Historic Preservation Commission. *

- 1** Forms
- 2** Attachments
- 3** Portfolio
- 4** Submit
- NEXT >**

Name	Job Title	Mailing Address	Phone Number	Email Address
Zach Simon	City Planner	105 E Third	641-683-066	simonsonz@cc
+ Add a row				

22.

Please complete the following and provide contact information about your 2021 Chairperson/Commissioner. *

Note: Electronic and mailed communication will be sent to the staff person for the commission and the chair who will forward the information to the rest of the commission members.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Dennis Williford	334 E Fifth St	515-418-566		dennis.williford@cc
+ Add a row				

22.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A. *

Fifth Street Bluff Historic District

36 of 200 characters

22.2. Specify the month, day, and year that the commissioner's term will end. *

01/01/2023

22.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission? *

- Yes
- No

23.

Please complete the following and provide information about your 2021 Vice Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

1 Forms

2 Attachments

3 Portfolio

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NEXT >

+ Add a row

23.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

Court Hill Historic District

28 of 6000 characters

23.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2022

23.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission? *

- Yes
- No

24.

Please complete the following and provide information about your 2021 Secretary/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Mary Stewa	1618 N Cou	641-680-326		mary.stewar 

+ Add a row

24.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

1 Forms

2 Attachments

3 Portfolio

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NEXT >

29 of 6000 characters

24.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2022

24.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes


No

[Clear Answer](#)

25.

Please complete the following and provide information about your 2021 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Cara Galloway	1219 N Fellows	515-509-374		galloway.cara@nc.gov 

+ Add a row

25.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

North Fellows Historic District

31 of 6000 characters

25.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2023

25.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes

No

1 Forms


2 Attachments

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4 Submit

NEXT >

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Rick Woten	PO Box 399	515-491-780		wchmdir@w 

+ Add a row

26.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

0 of 6000 characters

26.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2022

26.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes

No

[Clear Answer](#)

27.

Please complete the following and provide information about your 2021 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address



+ Add a row

1 Forms

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3 Portfolio

4 Submit

NEXT >

commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

29.

Please complete the following and provide information about your 2021 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

30.

Please complete the following and provide information about your 2021 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

31.

Please complete the following and provide information about your 2021 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

1 Forms

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Choose a file

33.



Does your commission have any vacancies? If so, how many? If you have no vacancies, enter N/A. *

N/A

3 of 6000 characters

34. Please complete the Commission Training Table. *

An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Names of Attendees
Preserve Iowa Summit	Iowa Department of Cultural Affairs	Dubuque/Vi	June 4-6	Zach Simon 
PastForward	National Trust for Historic Preservation	Virtual	October 27-	Zach Simon 

+ Add a row

35.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names. *

Please note this must be completed. If no one attended, enter none.

Zach Simonson, Dennis Willhoit, Mary Stewart, Cara Galloway, Rick Woten, John Ohlinger

86 of 6000 characters

36. Signature page *



This question is required.

Choose a file

1 Forms

2 Attachments

3 Portfolio

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NEXT >

2021 Ottumwa Historic Preservation Commission Work Plan

- Projects to Complete from 2020
 - Historic District Luminary Project
- Projects planned for 2019
 - Continue to regularly publish the newsletter, *The Ottumwa Preservationist*
 - Pursue a CLG grant to develop a Historic Preservation Plan
 - With Main Street Ottumwa, host an auction for the contents of the First National Bank building at 131 E Main
 - Support the application for a Rural Heritage Revitalization Grant for the First National Bank building at 131 E Main and provide support for the project
 - Continue to hold neighborhood meetings for residents of historic districts
 - Continue to expand the interactive online map for self-guided tours
 - Host historic tour and other programming for Historic Preservation Month

Certified Local Government Annual Report

Name of Certified Local Government: City of Ottumwa, Iowa

Signature of person who completed this report

Date

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

February 2, 2021

Date of public meeting



2-2-2021

Signature of Mayor or Chairman of the Board of Supervisors

Date

Tom X. LAZIO, Mayor

Printed Name of Elected Official

Please upload this completed form with your annual report on SideRoom.

Thank you.

Item No. F.-2.

FILED

CITY OF OTTUMWA

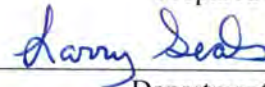
2021 JAN 29 AM 8:11 Staff Summary

CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: February 2, 2021

Alicia Bankson

Prepared By



Department Head

Department



City Administrator Approval

AGENDA TITLE: Informational Update – Snow Budget

**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: Department Report on Snow Budget

DISCUSSION: Review cost to date and process used.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

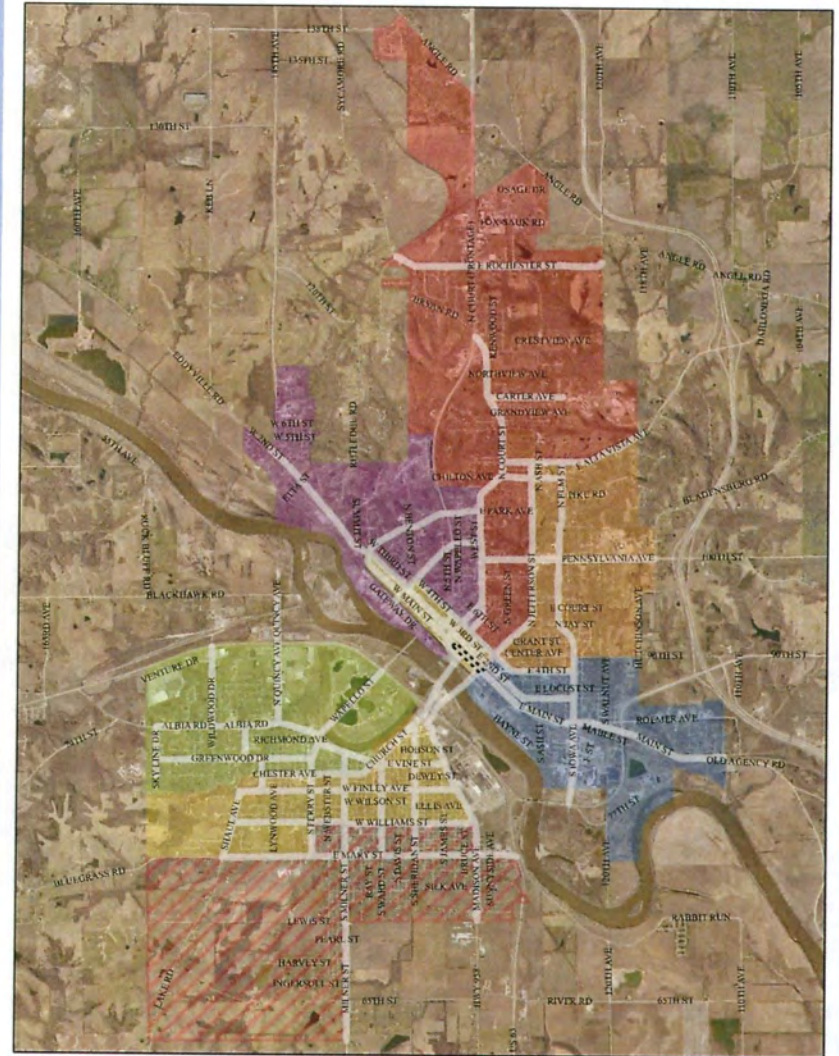
City of Ottumwa



Snow Removal Process & Procedure

Background Information

- › 320 Lane miles of street
 - 95 lane miles of Collector/Arterial streets
 - 225 lane miles of Residential/Local streets
- › 57 miles of alleys
- › 7 plow routes (map)
- › +1 downtown truck



Background Information

- › Plow streets when we receive, or are anticipated to receive, 3"+ of snow or an icing event.
- › Plow alleys if we receive 6"+ of snow.
- › Pre-treat collector/arterial streets and hills with salt brine prior to a winter storm event.
- › Keep a close eye on the National Weather Service.
- › The "Snow Emergency Ordinance" may be placed in effect if the National Weather Service predicts a major weather event.

Snow Emergency Ordinance

- › May be placed into effect based on the National Weather Service's forecast.
- › When in effect, no parking is allowed on any street designated as a "Snow Route". Such streets are listed in city code and are marked with a "Snow Route" sign (as seen to the right)
- › Alternate on-street parking on residential streets.
 - On even days, may park on even # side of street
 - On odd days, may park on odd # side of street



Snow Removal Priorities

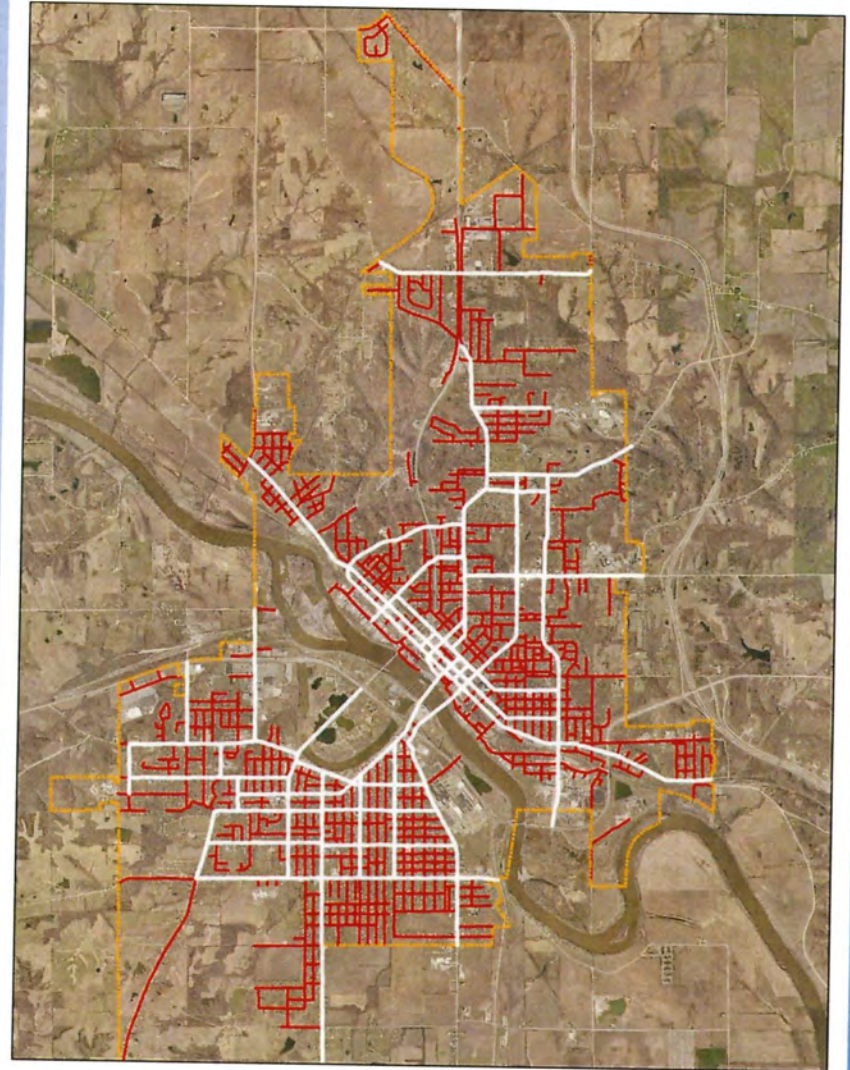
- › **#1) Access for Emergency Services and essential travel**
 - Plow Collector/Arterial Streets
 - › Many of these thoroughfares take many passes. (Quincy for example takes 6 passes)
 - › These collector streets will be plowed multiple times through a snow event.
 - Plow alleys servicing Verified Critical Health Patients.
 - › Dialysis patients, critical cancer patients, etc.
 - City Parking Lots
 - › Depending on the snow event and staff needs, crews may pull off their routes at 4 a.m. to begin work on City Parking lots.
 - **The Bridge View Center lot is top priority**



Snow Removal Priorities

#2) Residential Streets

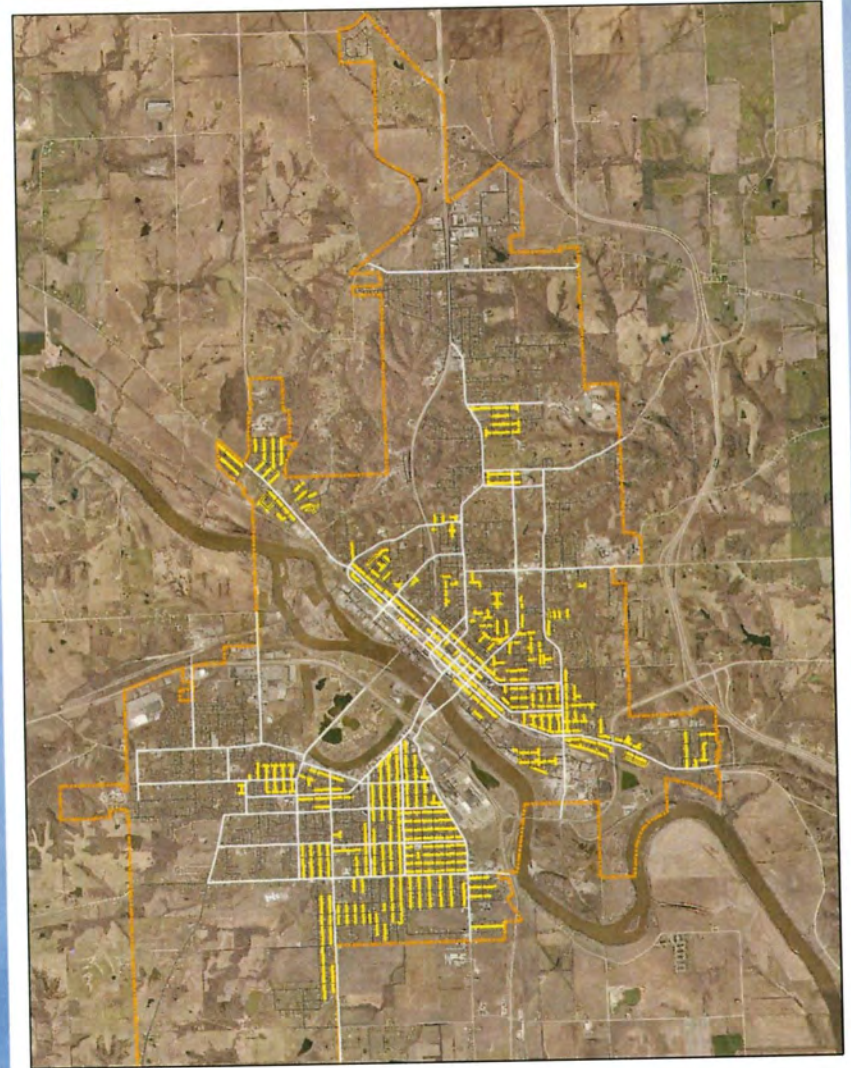
Once the arterial streets have been addressed, crews begin plowing the less traveled side streets.



Snow Removal Priorities

#3) Alleys

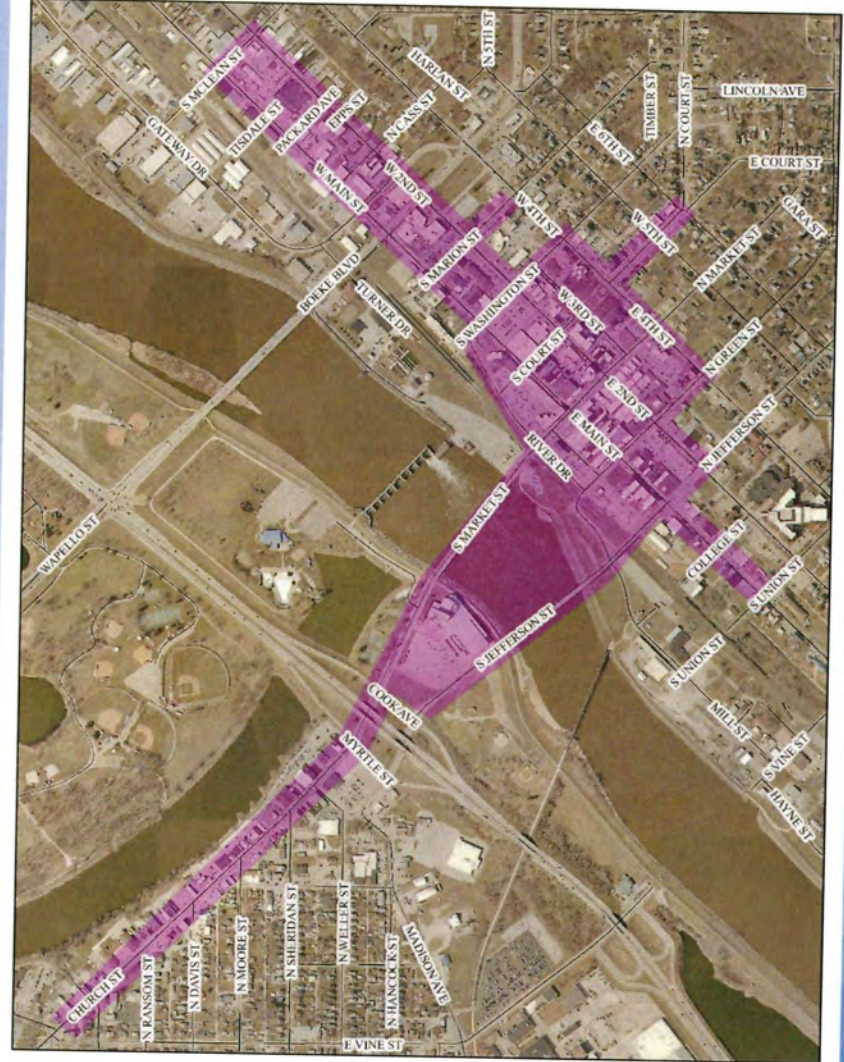
If we receive over 6" of snow and the Arterial and Residential Streets have been plowed, crews then begin to plow alleys.



Snow Removal Priorities

#4) Snow Pick Up

- › If we receive an accumulation of 6" of snow or more, crews will perform snow pick up.



Snow Shifts, Expenses & Budget

- › During a Winter Weather event, crews work 12 hour shifts.
- › These shifts are worked until plowing and/or snow pickup has been completed.
- › Expenses:
 - 1st Night Shift = Approx. \$14,500 (includes labor, equipment & material)
 - All other shifts = Approx. \$12,500 (includes labor, equipment & material)
- › Annual Budget for snow is approximately \$400,000.

Snow Shifts & Expenses

- › Every Event is unique.
 - January 1st 2021 Snow Event.
 - › Approximately 5" of snow followed by rain.
 - › Crews worked for a total of 7 days (plowing & snow pickup).
 - › Total Snow Event costs were over **\$105,000**.
 - January 25th, 2021 Snow Event.
 - › Approximately 5" of snow fell (*snow only*).
 - › Crews worked for a total of 4 days (plowing and snow pickup).
 - › Total Snow event costs were under **\$65,000**.

Videos

- › Video #1: January 1, 2021 Snow event
 - Rain on top of snow, creating ice covered streets
 - Plows having minimal effects
- › Video #2: 100, 200 & 300 block of Main Street Snow pickup





Common Complaints/Concerns

- › #1 Complaint: My street hasn't been plowed.
 - If your street is a residential street, depending on the snow event, it is very possible that it may not be plowed for 1-2 days. Our #1 priority is to plow the arterial streets for emergency services and essential travel.
- › #2 Complaint: My alley hasn't been plowed
 - Alleys are not plowed unless we get 6" or more of snow. Even in these cases, plowing are a low priority and come after plowing the arterial streets and residential streets. It may be several days before crews even start plowing alleys.
- › #3 Complaint: My street has been plowed but it is still snow covered and/or slick.
 - Plows have a difficult time clearing snow pack and ice from the street. In most cases, plows do not clear snow down to the pavement. It is with the assistance of salt and mother nature that ultimately lead to a "clear" street. Also, often times vehicles are parked in the street, making it so plows can't clear the full street width.
- › #4 Complaint: Only ½ of my street is cleared.
 - If only ½ the street has been cleared, chances are VERY high that cars were parked in the street preventing plows to clear the full width of the street.
- › #4 Complaint: Snow pushed into my drive or onto my sidewalk
 - Snow pushed into driveways and sidewalks is an unfortunate reality to plowing snow. The snow has to go somewhere. A common belief is that drivers can simply turn their blade. With over 10,000 driveways in the City, this is easier said than done.
- › #5 Highways are cleared, why aren't our streets?
 - The DOT uses different means and methods for clearing highways. They have larger trucks, larger/heavier snow blades and more capable equipment. The DOT also has equipment to make salt brine.

City of Ottumwa

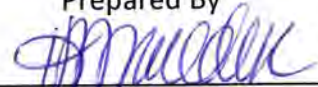
Staff Summary

Council Meeting of: February 2, 2021

Item No. 23-2021

Kala Mulder

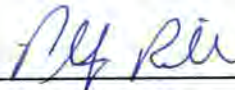
Prepared By



Dept. Head

Finance Department

Department



City Administrator

Agenda Title: Public Hearing resolution for approving FY22 Maximum Property Tax Dollars.



Purpose: The City Council is required to hold a public hearing to adopt the fiscal year maximum property tax dollars before adopting the City Budget.

Recommendation: Open Public Hearing

Presentation by City Staff

Call for written and oral objections.

Close public hearing.

Discussion: Iowa law requires the City Council to hold a public hearing on the proposed Maximum Property Tax Dollars before adopting the City Budget. The rate of \$18.755 is the maximum levy for affected property taxes for the City of Ottumwa. This rate does not include levies for Debt Service of 4.125, Support Public Library of .27000 or SSMIDs of 1.00009, 2.0003 and 3.00024 for total Property Taxes levied as \$23.15. We hope to be lower than this rate when certifying the budget.

RESOLUTION NO. Resolution No. 23-2021

A RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2022.

WHEREAS, the City Council of the City of Ottumwa have considered the proposed FY22 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on January 15, 2021,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa that the maximum property tax dollars for the affected tax levies for FY22 shall not exceed the following total:

Total maximum levy for affected property tax levies – \$18.755

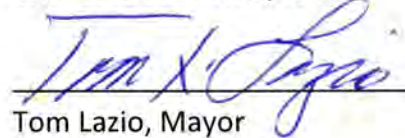
The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY22 represents/does not represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY22.

APPROVED, PASSED, AND ADOPTED this 2nd day of February 2021.

AYES: Roe, Stevens, Meyers, Berg, Dalbey

NAYS: None

CITY OF OTTUMWA, IOWA


Tom Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF OTTUMWA - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows

Meeting Date: 2/2/2021 **Meeting Time:** 05:30 PM **Meeting Location:** COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA, IOWA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget

City Website (if available)
www.ottumwa.us

City Telephone Number
 (641) 683-0622

	Current Year Certified Property Tax 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	613,813,137	625,003,890	625,003,890	
Tax Levies:				
Regular General	4,971,886	4,971,886	5,062,532	
Contract for Use of Bridge	0	0	0	
Oper & Maint Publicly Owned Transit	457,290	457,290	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Oper & Maint of City-Owned Civic Center	82,865	82,865	84,376	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	349,873	349,873	468,753	
Support of Local Emer. Mgmt. Commission	0	0	0	
Emergency	128,901	128,901	168,751	
Police & Fire Retirement	1,161,789	1,161,789	1,187,507	
FICA & IPERS	770,589	770,589	750,005	
Other Employee Benefits	3,629,107	3,629,107	4,000,025	
Total Tax Levy	11,552,300	11,552,300	11,721,949	1.46
Tax Rate	18.82055	18.48356	18.75500	

Explanation of significant increases in the budget:
 Insurance renewals are currently being evaluated, setting Proposed Maximum Tax at high end of renewal rates.

If applicable, the above notice also available online at:
[ottumwa.us; https://www.facebook.com/cityofottumwa](https://www.facebook.com/cityofottumwa)

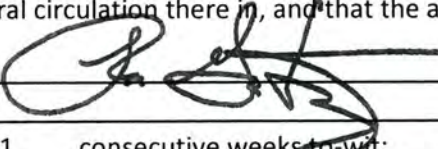
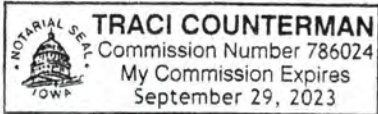
*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.
 **Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

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

 FY22 Max Levy
 City of Ottumwa hereto attached was
 published in said newspaper for 1 consecutive weeks to-wit: 01/21/2021 Subscribed and sworn to
 before me, and in my presence, by the said 21st day of January , 2021


Notary Public

In and for Wapello County

Printer's fee \$ 54.79

NOTICE OF PUBLIC HEARING - CITY OF OTTUMWA - PROPOSED PROPERTY TAX LEVY				
Fiscal Year July 1, 2021 - June 30, 2022				
The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:				
Meeting Date: 2/2/2021 Meeting Time: 05:30 PM Meeting Location: COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA, IOWA				
At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.				
City Website (if available)				City Telephone Number
www.ottumwa.us				(641) 683-0622
	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable, Valuation	613,813,137	625,003,890	625,003,890	
Tax Levies:				
Regular General	4,971,886	4,971,886		5,062,532
Contract for Use of Bridge	0	0		0
Opr & Maint Publicly Owned Transit	457,290	457,290		0
Rent, Ins. Maint. Of Non-Owned Civ. Cr.	0	0		0
Opr & Maint of City-Owned Civic Center	82,865	82,865		84,376
Planning a Sanitary Disposal Project	0	0		0
Liability, Property & Self-Insurance Costs	349,873	349,873		468,753
Support of Local Emer. Mgmt. Commission	0	0		0
Emergency	128,901	128,901		168,751
Police & Fire Retirement	1,161,789	1,161,789		1,187,507
FICA & IPERS	770,589	770,589		750,005
Other Employee Benefits	3,629,107	3,629,107		4,000,025
Total Tax Levy	11,552,300	11,552,300		11,721,949
Tax Rate	18.82055	18.48356		18.75500

Explanation of significant increases in the budget:
 Insurance renewals are currently being evaluated, setting Proposed Maximum Tax at high end of renewal rates.

If applicable, the above notice also available online at:
 ottumwa.us; https://www.facebook.com/cityofottumwa

* Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.
 ** Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 2, 2021

Alicia Bankson

Prepared By

Larry Seal
Department Head

Engineering
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #27-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Woodland Avenue Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #27-2021.

DISCUSSION: This project consists of the East Woodland Avenue reconstruction from Court Street to approximately 1,100 LF east. It includes complete reconstruction of the roadway, installation of new sewers and adding new storm system on Green Street between Woodland and Fillmore. Up-grades to the storm sewer system and replacement of the sanitary sewer main. This area is in the Phase VIII Division 3D area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed street pavement.

During design a cross county sewer was uncovered which will also need to be replaced. As part of this process easement plats were developed for the existing cross county sewer.

This project is scheduled to take 75 working days with a late start date of July 5th.

Bids will be received and opened by the City of Ottumwa on February 24, 2021 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on March 2, 2021, or at a later date as determined by staff.

Engineer's Opinion of Cost:	\$928,883
OWW	\$179,812.50
RU	\$356,000
LOST Balance	

Source of Funds: RU/LOST

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #27-2021

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

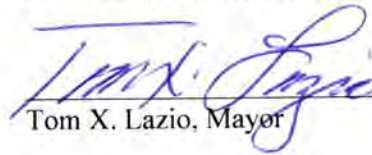
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 2nd day of February 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

1/23/21

Legal Notices

SECTION 00010
NOTICE OF PUBLIC HEARING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Woodland Avenue Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 2nd day of February 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the fol-

Legal Notices

lowing: East Woodland Avenue reconstruction from Court Street to approximately 800' east. Includes complete reconstruction of the roadway, upgrades to the storm sewer system and replacement of the sanitary sewer main. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

City of Ottumwa


Staff Summary

FILE
JAN 29 PM 12:51

Council Meeting of: February 2, 2021

Item No. 24-2021

Finance Department
Department

Kala Mulder
Prepared By

Dept. Head


City Administrator

.....
Agenda Title: Resolution No. 24-2021 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.

.....
Recommendation: Pass and adopt Resolution No. 24-2021

Discussion: Pursuant to Section 384.28 of the Code of Iowa, we have found and determined that the various general obligation capital loan Notes authorized as described shall be combined for the purpose of issuance in a single issue of \$7,025,000 General Obligation Capital Loan. The \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, dated February 16, 2021, 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. These funds will pay costs of equipping the 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, bridge 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; 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 an aggregate amount of \$9,500,000 be authorized for said purposes.

The City is also 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 for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View 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 purposes.

Lastly, the City is in need of funds to pay costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach, general corporate purposes, 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 purposes.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$7,025,000 General Obligation Capital Loan Notes, Series 2021A

- 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 and Continuing Disclosure Certificate.

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

February 2, 2021

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 Lazio, in the chair, and the following named Council Members:

Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

Absent: None

Vacant: None

* * * * *

Council Member Dalbey 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 Berg seconded the motion to adopt. The roll was called and the vote was,

AYES: Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

Resolution No. 24-2021

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, \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, dated February 16, 2021, 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 \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, dated February 16, 2021.

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 2nd day of February, 2021.



Mayor

ATTEST:



City Clerk


City of Ottumwa

Staff Summary

Council Meeting of: February 2, 2021

Item No. 25-2021

Finance Department
Department

Kala Mulder
Prepared By

Dept. Head

City Administrator

.....
Agenda Title: Resolution No. 25-2021 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 and Continuing Disclosure Certificate.

.....
Recommendation: Pass and adopt Resolution No. 25-2021

Discussion: Pursuant to Section 384.28 of the Code of Iowa, we have found and determined that the various general obligation capital loan Notes authorized as described shall be combined for the purpose of issuance in a single issue of \$7,025,000 General Obligation Capital Loan. The \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, dated February 16, 2021, 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. These funds will pay costs of equipping the 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, bridge 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; 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 an aggregate amount of \$9,500,000 be authorized for said purposes.

The City is also 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 for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View 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 purposes.

Lastly, the City is in need of funds to pay costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach, general corporate purposes, 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 purposes.

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 \$7,025,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member Meyers seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

Resolution No. 25-2021

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$7,025,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE 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 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, bridge 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; 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 an aggregate amount of \$9,500,000 be authorized for said purposes;

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 for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View 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 construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach, 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, 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 \$7,025,000 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:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders 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 \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.

- "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 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, bridge 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; the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View Center; and the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach

- "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 Director of Finance 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
\$671,479.17	2021/2022
\$130,700.00	2022/2023
\$130,700.00	2023/2024
\$130,700.00	2024/2025
\$130,700.00	2025/2026
\$130,700.00	2026/2027
\$575,700.00	2027/2028
\$576,800.00	2028/2029
\$577,700.00	2029/2030
\$578,400.00	2030/2031
\$573,900.00	2031/2032
\$574,300.00	2032/2033
\$574,500.00	2033/2034
\$574,500.00	2034/2035
\$574,300.00	2035/2036
\$573,900.00	2036/2037
\$578,300.00	2037/2038
\$577,400.00	2038/2039
\$576,300.00	2039/2040

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution 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 "2021A 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, 2019 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, 2019, 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 \$7,025,000, 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 in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2021A", be dated February 16, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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
\$490,000	2.000%	2022
	2.000%	2023
	2.000%	2024
	2.000%	2025
	2.000%	2026
	2.000%	2027
\$445,000	2.000%	2028
\$455,000	2.000%	2029
\$465,000	2.000%	2030
\$475,000	2.000%	2031
\$480,000	2.000%	2032
\$490,000	2.000%	2033
\$500,000	2.000%	2034
\$510,000	2.000%	2035
\$520,000	2.000%	2036
\$530,000	2.000%	2037
\$545,000	2.000%	2038
\$555,000	2.000%	2039
\$565,000	2.000%	2040

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that

DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. 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 shall be satisfactory to the Registrar, 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-Presentation 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 or redemption date, 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 9. 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 satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. 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 11. 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 12. 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 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WAPELLO"
"CITY OF OTTUMWA"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2021A"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: February 16, 2021
CUSIP No.: _____
"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 December 1, 2021, 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 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, bridge 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; the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View Center; and the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach, 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.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any

payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

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 14. 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 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. 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 17. 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 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part

of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. 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 20. 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, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. 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 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. 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 2nd day of February, 2021.



Mayor

ATTEST:



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 3rd day of February, 2021.

Christie Reinhard

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

TAX EXEMPTION CERTIFICATE

of

CITY OF OTTUMWA, COUNTY OF WAPELLO, STATE OF IOWA, ISSUER

\$7,025,000 General Obligation Capital Loan Notes, Series 2021A

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 made and entered into on February 16, 2021, 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 \$7,025,000 General Obligation Capital Loan Notes, Series 2021A (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 \$7,025,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2021A, 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 Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "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 1.148-1(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 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Use of Initial Offering Price to the Public in accordance with Regulation 1.148-1(f)(2)(ii). The Issuer hereby elects to utilize the Special Rule for Use of Initial Price to the Public and treats the initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$7,384,735.15, 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 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the equipping the 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, bridge 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; the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View Center; and the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach 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.

- "Purchasers" means Piper Sandler & Co. of Des Moines, Iowa, constituting the initial purchasers 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 February 2, 2021, 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 to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

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 Purchasers 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) 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.

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 \$359,735.15), less underwriter's discount of \$49,175.00, received at Closing are expected to be deposited and expended as follows:

(a) \$49,110.33 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) \$7,286,449.82 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 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, bridge 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; the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View Center; and the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach

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 1.300191 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:

- 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 one of the foregoing expenditure schedules, 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 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:

\$7,025,000 General Obligation Capital Loan Notes, Series 2021A

(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.





Director of Finance, City of Ottumwa, State of
Iowa

EXHIBIT A

\$7,025,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("Purchaser") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Bond Purchase Agreement Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (January 19, 2021), or (ii) the date on which Purchaser sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) ***Issuer*** means the City of Ottumwa, Iowa.

e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. 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.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is January 19, 2021

h) *Underwriter* means (i) the Purchaser or 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).

i) 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., as Bond Counsel, 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.

PIPER SANDLER & CO.

By: _____

Name: _____

Dated: February 16, 2021

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities or Hold-The-Offering-Price Maturities

Maturity	Bond	Yield to	Yield to	Bond	Par	Total	General	Hold-the- Offering- Price
Date	Coupon	Maturity	Worst	Price	Amount	Proceeds	Rule	
6/1/22	2.000%	0.300%	0.300%		102.189%	\$490,000	\$500,726.10	X
6/1/28	2.000%	0.850%	0.850%		108.113%	\$445,000	\$481,102.85	X
6/1/29	2.000%	0.950%	0.950%		108.352%	\$455,000	\$493,001.60	X
6/1/30	2.000%	1.126%	1.030%		107.689%	\$465,000	\$500,753.85	X
6/1/31	2.000%	1.286%	1.130%		106.866%	\$475,000	\$507,613.50	X
6/1/32	2.000%	1.395%	1.200%		106.295%	\$480,000	\$510,216.00	X
6/1/33	2.000%	1.474%	1.250%		105.889%	\$490,000	\$518,856.10	X
6/1/34	2.000%	1.542%	1.300%		105.484%	\$500,000	\$527,420.00	X
6/1/35	2.000%	1.601%	1.350%		105.081%	\$510,000	\$535,913.10	X
6/1/36	2.000%	1.652%	1.400%		104.680%	\$520,000	\$544,336.00	X
6/1/37	2.000%	1.725%	1.500%		103.883%	\$530,000	\$550,579.90	X
6/1/38	2.000%	1.765%	1.550%		103.487%	\$545,000	\$564,004.15	X
6/1/39	2.000%	1.801%	1.600%		103.093%	\$555,000	\$572,166.15	X
6/1/40	2.000%	1.857%	1.700%		102.309%	\$565,000	\$578,045.85	X
Totals:			\$7,025,000			\$7,384,735.15		

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

01821389-1\10981-162

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Ottumwa, State of Iowa (the "Issuer"), in connection with the issuance of \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, and the \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B (collectively, the "Notes") dated February 16, 2021. The Notes are being issued pursuant to a Resolution of the Issuer approved on February 2, 2021 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2021.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than April 15th of each year, commencing with information for the 2020/2021 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibits A.-1 and A-2.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Property Valuations"; "Tax Rates"; "Historic Tax Rates"; "Tax Collection History"; "Outstanding General Obligation Debt"; "Debt Limit"; and "Financial Summary." Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: _____ day of _____, 2021.

CITY OF OTTUMWA, STATE OF IOWA

By: Tom X. Pazio
Mayor

ATTEST:

By: Christa Reinhard
City Clerk



EXHIBIT A-1

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Note Issue: \$7,025,000 General Obligation Capital Loan Notes, Series 2021A

Dated Date of Issue: February 16, 2021

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20__.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

EXHIBIT A-2

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Note Issue: \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B

Dated Date of Issue: February 16, 2021

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20__.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

LOAN AGREEMENT

This Loan Agreement is entered into as of the 16th day of February, 2021, by and between the City of Ottumwa, State of Iowa (the "City") acting through its City Council (the "Council") and Piper Sandler & Co. of Des Moines, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$7,335,560.15, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2021A, in the aggregate principal amount of \$7,025,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of equipping the 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 bridge 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; the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; funding projects necessary for the operation of the City or for the health and welfare of citizens, including funding for Façade and Roof grants; grant matches for economic development or other city projects; and the Healthy Neighbors Program; equipping the parks department; and improvements and renovations to the Bridge View Center; the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations, police stations, and swimming pools and recreational areas, including the Ottumwa Beach (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 December 1, 2021.

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 February 16, 2021, shall bear interest payable December 1, 2021, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$490,000	2.000%	2022
	2.000%	2023
	2.000%	2024
	2.000%	2025
	2.000%	2026
	2.000%	2027
	2.000%	2028
\$445,000	2.000%	2028
\$455,000	2.000%	2029
\$465,000	2.000%	2030
\$475,000	2.000%	2031
\$480,000	2.000%	2032
\$490,000	2.000%	2033
\$500,000	2.000%	2034
\$510,000	2.000%	2035
\$520,000	2.000%	2036
\$530,000	2.000%	2037
\$545,000	2.000%	2038
\$555,000	2.000%	2039
\$565,000	2.000%	2040

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. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public.

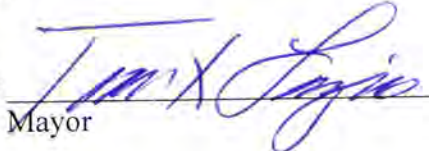
7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A 384.25 and 384.26 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. 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).

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: 
Mayor

ATTEST:

By: 
City Clerk

(SEAL)



PIPER SANDLER & CO. (Lender)

By: _____
(Signature)

(Name)

(Title)

01821258-1\10981-162

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 2021A, of the City of Ottumwa, State of Iowa, in the amount of \$7,025,000, dated February 16, 2021, bearing interest and maturing as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$490,000	2.000%	2022
	2.000%	2023
	2.000%	2024
	2.000%	2025
	2.000%	2026
	2.000%	2027
	2.000%	2028
\$445,000	2.000%	2029
\$455,000	2.000%	2030
\$465,000	2.000%	2031
\$475,000	2.000%	2032
\$480,000	2.000%	2033
\$490,000	2.000%	2034
\$500,000	2.000%	2035
\$510,000	2.000%	2036
\$520,000	2.000%	2037
\$530,000	2.000%	2038
\$545,000	2.000%	2039
\$555,000	2.000%	2040
\$565,000	2.000%	2040

Each of the Notes 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 Notes have been delivered to DTC on behalf of:

Piper Sandler & Co. of Des Moines, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$7,335,560.15, 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.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated _____, 2021 as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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.

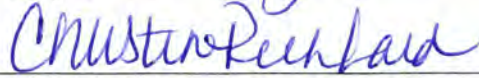
We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2020/2021), according to the last completed State and County tax lists (100% - Before Rollback)	\$1,041,083,102
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$36,085,000
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	\$0

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa,
State of Iowa, this _____ day of _____, 2021.



Mayor



City Clerk



Director of Finance



01820845-1\10981-162

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 \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, of the City dated February 16, 2021, 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 2021, 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 3rd day of February, 2021, at Ottumwa, Iowa.



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:

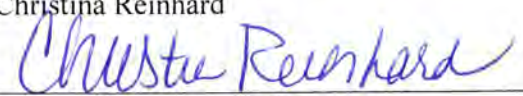
Mayor:

Tom Lazio


(Original Signature)

City Clerk:

Christina Reinhard


(Original Signature)

Director of Finance:

Kala Mulder


(Original Signature)

STATE OF IOWA

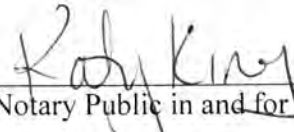
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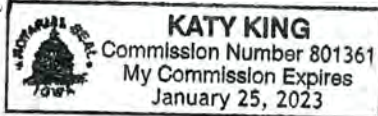
COUNTY OF WAPELLO

)

Subscribed and sworn to before me by Tom Lazio, Christina Reinhard and Kala Mulder on this 3rd day of February, 2021.


Notary Public in and for Wapello County, Iowa

(SEAL)



AUTHENTICATION ORDER

The undersigned Director of Finance 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") \$7,025,000 aggregate principal amount of Issuer's General Obligation Capital Loan Notes, Series 2021A, dated February 16, 2021 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each 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 Notes 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 Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, Piper Sandler & Co., 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 3rd day of February, 2021



Director of Finance

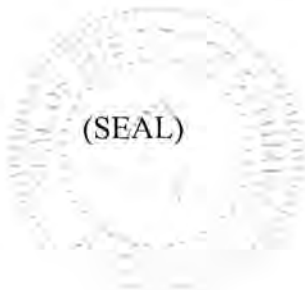


EXHIBIT A

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 _____, 2021 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 2nd day of February, 2021, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$7,025,000 of General Obligation Capital Loan Notes, Series 2021A, and levying a tax therefor, dated February 16, 2021.

(COUNTY SEAL)

County Auditor of Wapello County, State of
Iowa

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

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.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Ottumwa, Iowa		2 Issuer's employer identification number (EIN) 42-6005094	
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	5 Report number (For IRS Use Only)	
105 East Third Street		3	
6 City, town, or post office, state, and ZIP code Ottumwa, Iowa 52501-2904		7 Date of issue February 16, 2021	
8 Name of issue \$7,025,000 General Obligation Capital Loan Notes, Series 2021A		9 CUSIP number 689716 X94	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Kala Mulder, 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	4,626,937	53
14 Public safety	14	1,065,604	89
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ Community facilities/parks and programs	18	1,692,192	73
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

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	06/01/2040	\$ 7,384,735.15	\$ 7,025,000	12.674 years	1.300191 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

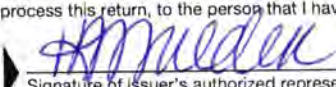
22 Proceeds used for accrued interest	22	-	0
23 Issue price of entire issue (enter amount from line 21, column (b))	23	7,384,735	15
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	98,285	33
25 Proceeds used for credit enhancement	25	-	0
26 Proceeds allocated to reasonably 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	98,285	33
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	7,286,449	82

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 <input type="checkbox"/> 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		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> 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		<input type="checkbox"/>
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		<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> 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	Kala Mulder, Finance Director Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Kristin Billingsley Cooper			PTIN 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	

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on February 16, 2021 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 \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, dated February 16, 2021 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 upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, 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 pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

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, 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, Iowa City Clerk 105 East 3rd Street Ottumwa, Iowa 52501-2904
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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 3rd day of February, 2021.

CITY OF OTTUMWA,
STATE OF IOWA, ISSUER

By: _____

Mayor

ATTEST:

By: _____

City Clerk

UMB BANK N.A., as PAYING
AGENT/REGISTRAR

By: _____

_____ (Title)

ATTEST:

By: _____

_____ (Title)

EXHIBIT A

Paying Agent/Registrar's Fee

01821262-1\10981-162

FILED
2021 JAN 28 AM 11:57
OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 2, 2021

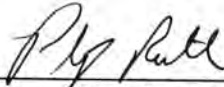
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 26-2021 - Resolution to adopt a partnership to bring the Keith Haring outdoor Fitness Court to Ottumwa, Iowa as part of the 2021 National Fitness Campaign.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 26-2021.

DISCUSSION: The City of Ottumwa was identified as a great fit for a program pairing Keith Haring artwork with outdoor fitness courts. The National Fitness Campaign has identified ten communities to participate in the 2021 initiative. Upon recommendation from the Parks Advisory Board and approval from the City Council, an application was completed by the Ottumwa Area Arts Council and Ottumwa was selected as one of the ten communities. The OAAC will work with NFC to secure funding, install the fitness structure and launch the site.

Source of Funds: Grants and Donations

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 26-2021

**RESOLUTION TO ADOPT A PARTNERSHIP TO BRING THE KEITH HARING
OUTDOOR FITNESS COURT® TO OTTUMWA, IOWA AS PART OF THE 2021
NATIONAL FITNESS CAMPAIGN**

WHEREAS, the Ottumwa Area Arts Council on behalf of the City of Ottumwa has submitted a License Application to National Fitness Campaign (NFC) for participation in the 2021 Arts & Culture Series initiative to fund, install and activate a Keith Haring outdoor Fitness Court® and has been selected for participation as one of ten cities selected across the country; and

WHEREAS, the Ottumwa Area Arts Council on behalf of the City of Ottumwa will provide the local match to promote and implement a free-to-the-public outdoor Fitness Court® featuring licensed Keith Haring art; and

WHEREAS, the Ottumwa Area Arts Council on behalf of the City of Ottumwa will secure supplemental funding as needed through community sponsors and local funding sources, which will be made available and committed to this program to fulfill funding requirements for requisition the outdoor Keith Haring Fitness Court®; and

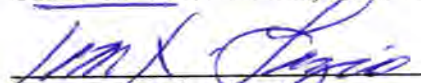
WHEREAS, the City of Ottumwa will commit to construction and launch of the outdoor Keith Haring Fitness Court® by the end of the 2021 calendar year; and

WHEREAS, the City Council believes the Keith Haring Fitness Court® program will encourage healthy lifestyles, highlight Ottumwa's commitment to arts and culture and earn local and national recognition for the city as a leader in providing access to Healthy Infrastructure®.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that Ottumwa will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.

APPROVED, PASSED AND ADOPTED, this 2nd day of February, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



FITNESS COURT® 21st Century Healthy Infrastructure

The Fitness Court® is a functional fitness circuit-training system featuring a series of full-body exercises that can be completed in just seven minutes. 7 Movements in 7 Minutes is a simple yet powerful workout, created for a range of athletic abilities, and is optimally performed on the Fitness Court®. Developed by experts in the field, each exercise takes 45 seconds, with a 15-second interlude between sets, and is shown to burn more calories per minute than most other forms of exercise.

The Fitness Court® is designed for adults of all ages and accommodates a variety of skill levels and abilities at each station, from beginner to expert. Each station allows users to leverage their bodyweight at different angles and levels of resistance as a tool to improve over time. The Fitness Court® is a powerful way to encourage physical activity and promote community wellness. Each Fitness Court® is integrated with shock-resistant sports flooring and allows users at varying fitness levels to utilize the Court at the same time.



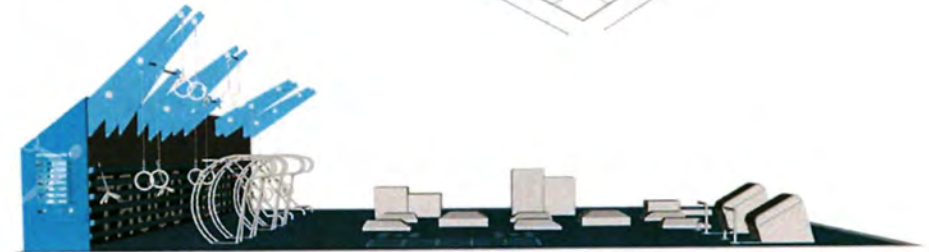
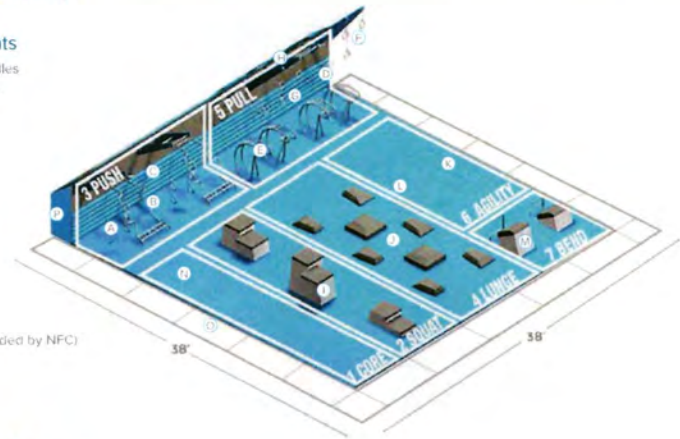
Fitness Court® Design Overview



Fitness Court® Elements

118 Different Components

- A 2 Sets destabilized push handles
- B 2 Sets stabilized push ladders
- C 7 Progressive foothold strips
- D 2 Sets rowing handles
- E 4 Full body rowing stations
- F 2 Sets muscle-up rings
- G 2 Sets bicep curl rings
- H 2 Stabilized pull-up bars
- I Plyometric / Squat boxes
- J Lunge step course
- K Agility ladders
- L Agility dots
- M 2 Bending stations
- N Rubberized tile surface (provided by NFC)
- O Concrete border (by others)
- P Progressive training wall



Fitness Court side profile

Design DNA | 7 Minutes 7 Movements



The Fitness Court is a comprehensive functional fitness circuit training facility. It includes an endless variety of training methods for adults of all ages and skill levels. The 7 Minute 7 Movement circuit training is designed specifically for the Fitness Court to provide a full body workout. The Fitness Court® is 38'x38' in size and is roughly half the size of a standard tennis court.



VARIABLE
100S OF
EXERCISES
PROGRESSIVE
IMPROVE
OVER TIME



7 Minutes 7 Movements

Fitness Court®

World Class Materials

World Class Materials

Designed to last for decades in every environment, the Fitness Court® is made from best-in-class materials. With an extended warranty and a support team you can trust, we stand behind our design for the long haul.



Made & Manufactured in the USA

Designed by NFC in California.



Dual-layer powder-coated carbon steel



Tamper-resistant, galvanized & stainless steel bolts and fittings



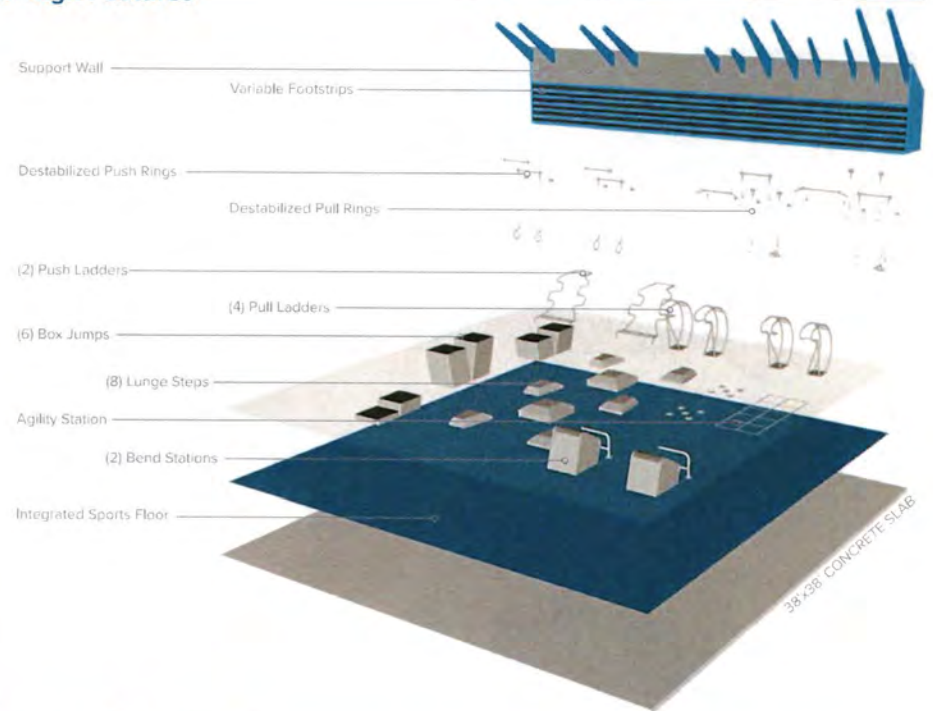
Anti-graffiti laminate vinyl decals

Fitness Court®

World Class System

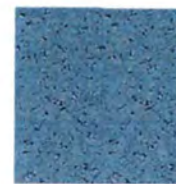


Design Features



Integrated Sports Floor

Each Fitness Court® includes an integrated sports floor made from durable 2'x2' modular interlocked tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.



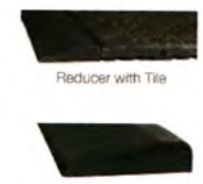
Top (Blue Option)



Top (Grey Option)



Bottom



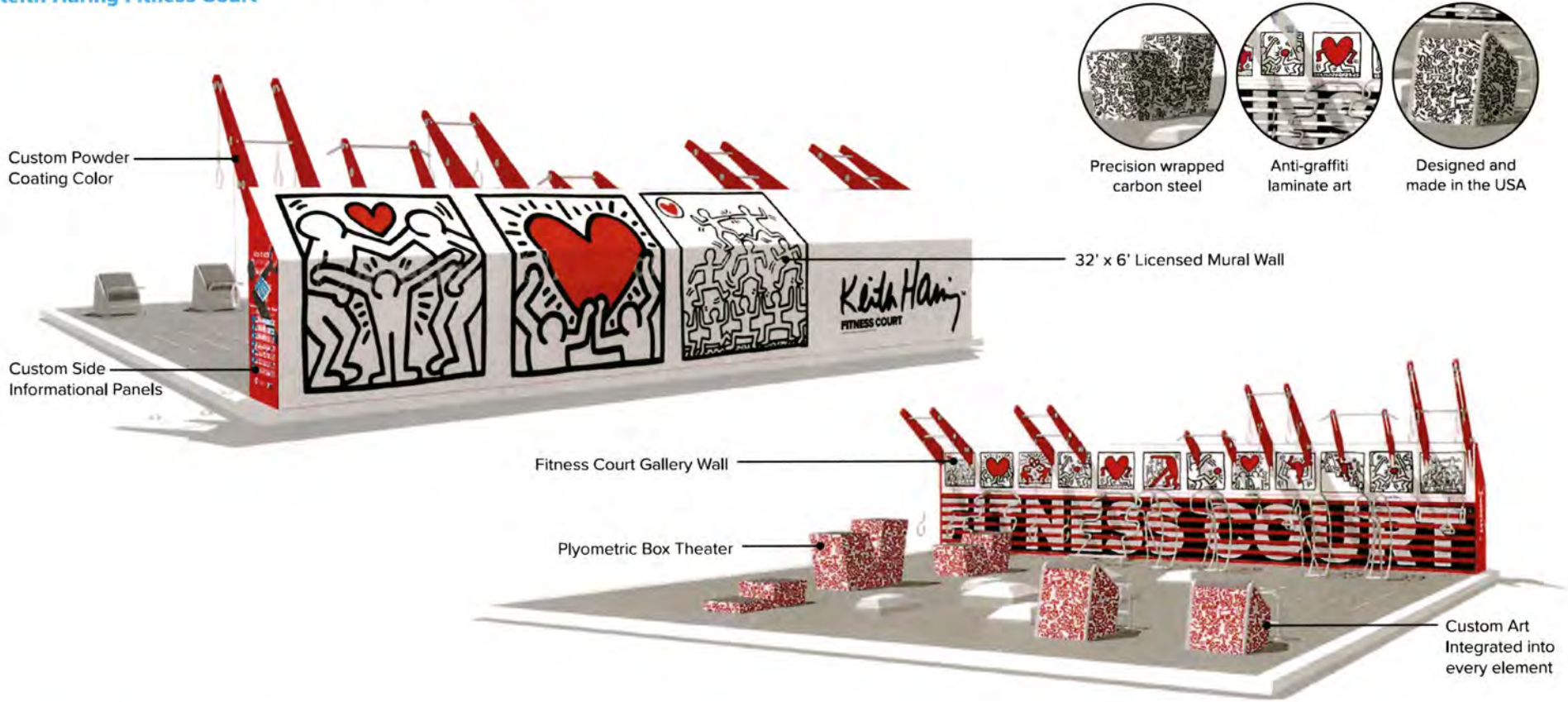
Reducer with Tile

Reducer

INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

SIGNATURE SERIES FEATURES

Keith Haring Fitness Court®



INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

KEITH HARING DESIGN GALLERY

Series A [Hearts : Untitled 1982, Untitled 1987, Untitled 1989]



FITNESS COURT
Signature Series



INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

KEITH HARING DESIGN GALLERY

Series B [Grid : 245 Color_Retrospect, 1989]



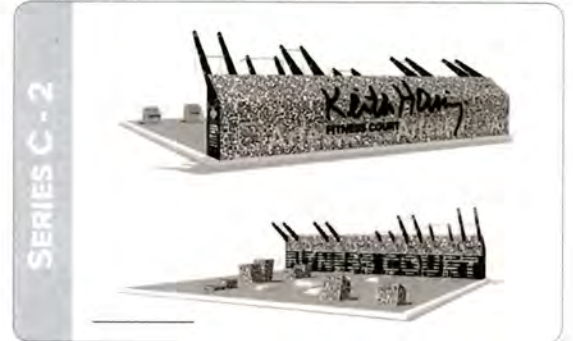
INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

KEITH HARING DESIGN GALLERY

Series C [Pattern : 092 z Overall Pattern]



 FITNESS COURT
Signature Series



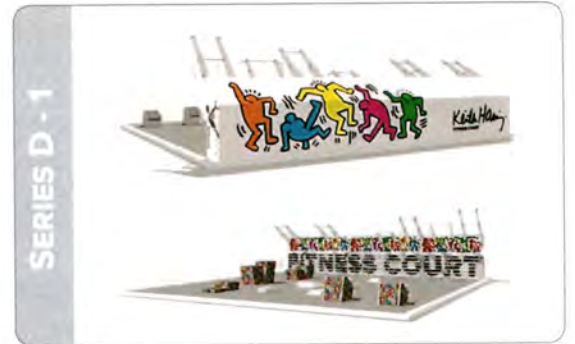
INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

KEITH HARING DESIGN GALLERY

Series D [Figures : 202_5Figs_color, 391_Color]



 FITNESS COURT
Signature Series



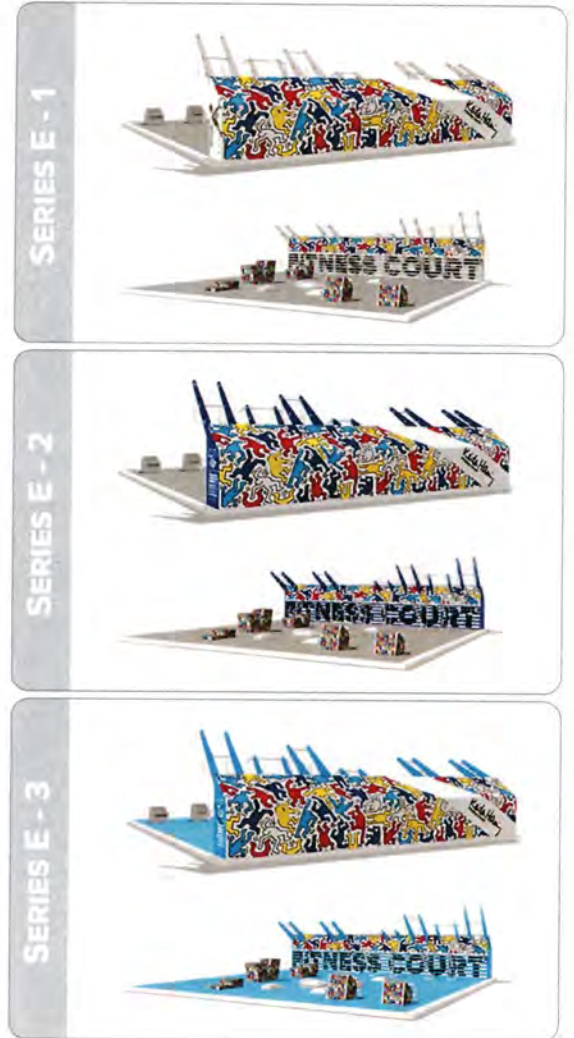
INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

KEITH HARING DESIGN GALLERY

Series E [Dancers : 293_Color]



 FITNESS COURT
Signature Series

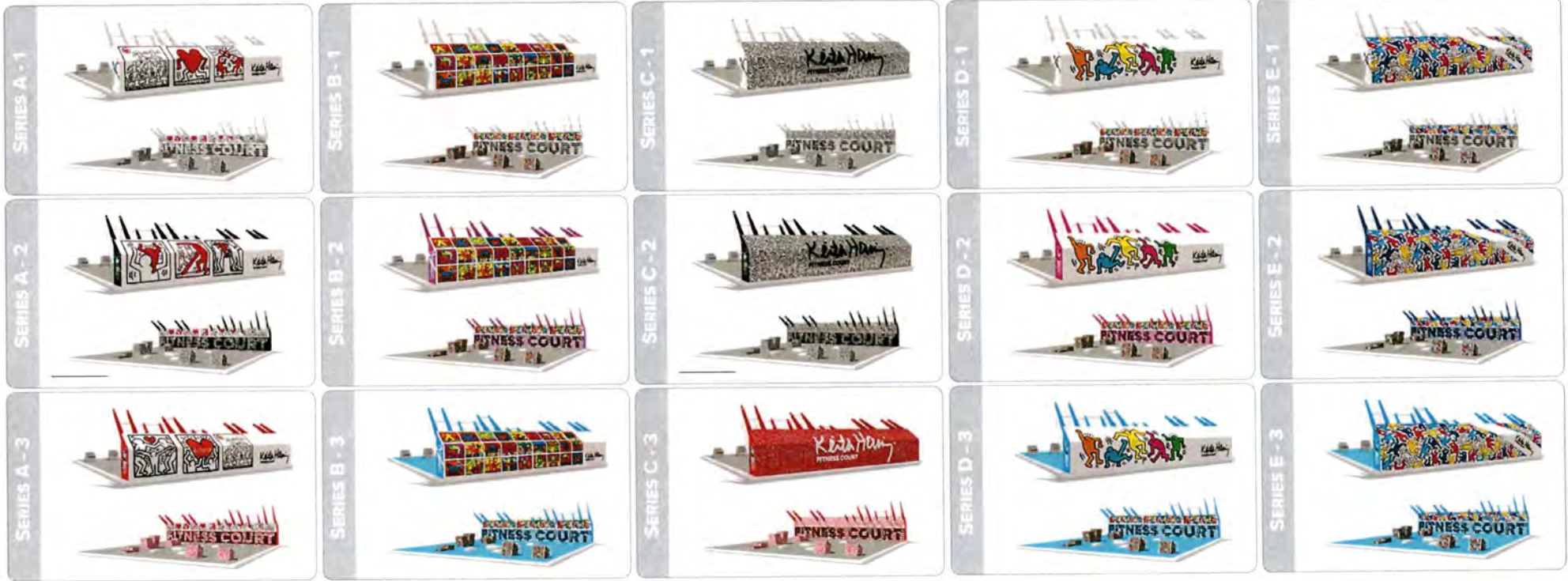


INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

2021 SIGNATURE SERIES

Keith Haring Fitness Court® Series

NFC Signature Series | Limited Edition For Ten Cities In 2021



Keith Haring™

INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

2021 FUNDING REQUIREMENTS

Signature Series Fitness Court®

KEITH HARING FOUNDATION

+



+



Keith Haring Fitness Court
Turn Key Install & Campaign Services

\$200,000 + **Concrete Slab**

INCLUDED SERVICES



1 of 10 Keith Haring
Licensed Fitness Court

5 Year Art Lease

Limited 1 per State



Custom Powder Coating

Full Wrap Graphics

Limited Edition Plyo Box &
Bend Station Wraps



Turn Key Installation
EIS Factory Install

Graphics Installation



Campaign Services,
Promotions of Partnership,
Sponsor Support

Concrete Slab Not Included



NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, USA

NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919

KEITH HARING FOUNDATION

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 2, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #28-2021. Approving Change Order #3 and accepting the work as final and complete and approving the Final Pay Request for the East Main (Jefferson to Vine) Reconstruction Project.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution #28-2021.

DISCUSSION: Change Order #3 decreases the total contract amount by \$42,908.23. The following changes are included in Change Order #3:

- Additional pavement at tie-ins
- Less flooded backfill required to fill vaults
- Reduction in stamped concrete
- Additional driveway concrete
- Decrease in as-built quantities adjustments

Iowa Civil Contracting, Inc. of Victor, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #3 with final payment releasing all retainage.

All forms on the East Main Street project, including pay apps and change orders, are processed through the DOT's Doc Express website. Change order #5 has been combined on the attached City Change Order form.

Original Contract Amount	\$ 2,807,073.23
Change Order #1	\$ 72,184.25
Change Order #2	\$ (52,581.75)
Change Order #3	\$ (42,908.23)
New Contract Amount	\$ 2,783,767.50

Source of Funds: CIP Bonding

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #28-2021

A RESOLUTION APPROVING CHANGE ORDER #3 AND ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE EAST MAIN (JEFFERSON TO VINE) RECONSTRUCTION PROJECT


WHEREAS, The City Council of the City of Ottumwa, entered into a contract on November 7, 2017, with Iowa Civil Contracting, Inc. of Victor, Iowa for the above referenced project; and

WHEREAS, Change Order #3 decreased the contract amount by \$42,908.23. The total new contract sum is \$2,783,767.50. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The East Main (Jefferson to Vine) Reconstruction Project is hereby accepted as complete and authorization to make final payment to Iowa Civil Contracting, Inc. of Victor, Iowa in the amount of \$42,528.91 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2nd day of February 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: East Main Street Reconstruction

To Contractor: Iowa Civil Contracting

Change Order Number: 3

The Contract is changed as follows:

19-Jan-21

Additional pavement at tie-ins	<u>\$20,144.30</u>
Less flooded backfill required to fill vaults	<u>-\$7,555.60</u>
Reduction in stamped concrete	<u>-\$30,304.48</u>
Additional Driveway Concrete	<u>\$17,414.98</u>
Other adjustments to as-built quantities	<u>-\$42,607.43</u>
Total:	<u>(\$42,908.23)</u>

Base bid amount \$2,807,073.23

NEW PROJECT TOTAL \$2,783,767.50

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was \$2,807,073.23

Net change by previously authorized Change Orders \$19,602.50

The Contract Sum prior to this change order \$2,826,675.73

The Contract Sum will be decreased by this change order in the amount of (\$42,908.23)

The new Contract Sum including this change order \$2,783,767.50

The Contract Time will be increased by 16 days

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

ENGINEER/
DIRECTOR OF PUBLIC WORKS

DATE

Iowa Civil Contracting
CONTRACTOR

DATE

BY

TITLE



Form 830236 (01-08)

INTEREST PAYMENT INFORMATION

For County and City Projects

Note: For instructions, refer to Instructional Memorandum (I.M.) 6.130, Interest Payment Procedures.

https://www.iowadot.gov/local_systems/publications/im/6130.pdf

Project Number STP-U-5825(643)--70-90

Project Name / Location PCC Pavement - Grade and Replace / East Main Street, Ottumwa IA

Accounting ID 34609

Contractor Iowa Civil Contracting

Final Acceptance Date (FAD): 01-14-2021

Day Zero Date: January 15, 2021

Suspension Periods in the Day Zero Count: (If there are no suspensions, write "None.")

Total Suspension Periods in Day Zero Count (days): None (if none, write "None")

If final payment is dated after March 05, 2021 (FAD + 50)

Interest will start to accrue on February 15, 2021 (Day Zero + 31 + Total Suspension Days)



STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor Iowa Civil Contracting Letting Date 09-19-2017
 Work Type PCC Pavement - Grade and Replace Contract ID 90-5825-643-A
 Accounting ID(s) 34609
 Project Number(s) STP-U-5825(643)--70-90

Additional Comments

None

Type of Contract

- Specified Start Date _____
- Approximate Start Date _____
- Late Start Date 04-02-2018
- Completion Date Contract _____

Site No.(s)	00			
Working Days Specified:	191			
Working Days Charged:	178.5			
Closure Days Specified:				
Closure Days Charged:				

Actual Start Date 04-02-2018
 Field Completion Date 09-13-2019

Recommended for Acceptance	Iowa DOT Contract Acceptance
Signature _____ Project Engineer	Signature _____ District Construction Engineer
Date _____	Date _____

Approved and Work Accepted on Behalf of the Board of Supervisors of

_____ County this _____ Day of _____, _____ Year

Signature _____
County Engineer

For Central Office Use Only

Recorded Finance Recorded Construction & Materials

NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".

Doc Express Document Signing History

Contract: 90-5825-643-A Document: 435

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
01/15/2021	Phillip Burgmeier City of Ottumwa - Iowa Electronic Signature (Recommended by Engineer)
01/19/2021	Christy VanBuskirk Iowa Local Systems Electronic Signature (Approved by Administering Office)
	(Approved by FHWA (When applicable))

CHANGE ORDER
For Local Public Agency Projects

No.: 5

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 34609

Project Number: STP-U-5825(643)--70-90

Contract Work Type PCC Pavement - Grade/Replace

Local Public Agency: City of Ottumwa

Contractor: Iowa Civil Contracting

Date Prepared: November 19, 2020

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

- 0050 - Increase quantity by 293.82 to 9312.72 SY
- 0070 - Decrease quantity by 188.89 to 61.11 CY
- 0410 - Increase quantity by 0.10 to 2585.29 SY
- 0430 - Increase quantity by 261.29 SY to 1273.39 SY
- 0590 - Decrease quantity by 208.91 SY to 681.79 SY

B - Reason for change:

- 0050 - Actual reduction from removing the parking lane was less than what was calculated on CO#4. Also, some street returns were extended to tie into good pavement.
- 0070 - Vaults were not as large as anticipated.
- 0410 - Rounding error when calculating increase for CO #4.
- 0430 - Missed drive at Union Street, many driveways widened vs. plans, and lengthened drives where parking lane was eliminated.
- 0590 - Removed where parking lane was eliminated, added at former site of Ottumwa Launderette driveway.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0050, 0070, 0410, 0430, 0590 - Contract Unit Price

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

0050, 0070, 0400, 0410, 0430, 0590 - Contract Unit Price

E - Contract time adjustment: No Working Days added Working Days added: 16 Unknown at this time

Justification for selection:

Ottumwa Water Works has difficulty maintaining the required velocity to flush larger mains. This has caused problems on multiple projects with multiple contractors to pass disinfection testing. This stretch of 16" main was initially tested on June 21st. The contractor kept working on other line items until July 11th, but then worked stopped until the disinfection testing passed on August 3rd. The 16 days added to the contract are for working days charged from July 11, to August 3.

F - Items included in contract:

Participating		Line Number	Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid			Unit Price .xx	Quantity .xxx	
x	x	0050	PCC Pavement, Class C, Class 3 Durability, 9 in.	\$68.56	293.820	\$20,144.30
x	x	0070	Flooded Backfill	\$40.00	-188.890	-\$7,555.60
x	x	0410	PCC Sidewalk, 6 in.	\$59.16	0.100	\$5.92
x	x	0430	DRIVEWAY, P.C. CONCRETE, 6 IN.	\$66.65	261.290	\$17,414.98
x	x	0590	('SQUARE YARDS' ITEM) COLORED/STAMPED SIDEWALK, PCC, 6 IN. THICK	\$145.06	-208.910	-\$30,304.48
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/> TOTAL						-\$294.89

G - Items not included in contract:

Participating		Change Number	Item Number	Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid				Unit Price .xx	Quantity .xxx	
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/> TOTAL							

H. Signatures

Accounting ID No. (5-digit number): _____

Agreed: _____
Contractor _____ Date _____

Change Order No.: _____

Recommended: _____
Project Engineer _____ Date _____

Approved: _____
Person in Responsible Charge _____ Date _____ Other (optional) _____ Title _____ Date _____

_____ Date _____ Other (optional) _____ Title _____ Date _____

_____ Date _____
Iowa DOT Administering Office _____ Date _____

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____
Federal Highway Division Administration _____ Date _____
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

Doc Express Document Signing History

Contract: 90-5825-643-A Document: CO 05

Date	Signed By
01/15/2021	Tammy Kolash Iowa Civil Contracting Inc. Electronic Signature (Approved by Contractor (Optional))
01/15/2021	Phillip Burgmeier City of Ottumwa - Iowa Electronic Signature (Recommended by Engineer / Approved)
01/15/2021	Phillip Burgmeier City of Ottumwa - Iowa Electronic Signature (Approved by PIRC (when applicable))
01/19/2021	Christy VanBuskirk Iowa Local Systems Electronic Signature (Approved by Administering Office or designee)

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa PROJECT: East Main Street Reconstruction PAY REQUEST NO. 12
FROM CONTRACTOR: Iowa Civil Contracting PAY PERIOD: 12-Jan-21 Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1.	Original Contract Sum	\$2,807,073.23
2.	Net change by Change Orders	(\$23,305.73)
3.	Contract Sum to Date (Line 1 ± Line 2)	\$2,783,767.50
4.	Total Completed and Stored to Date	\$2,783,767.50
5.	Retainage: <u>0</u> % of Completed work Max \$30,000	\$0.00
6.	Total Earned Less Retainage Amount	\$2,783,767.50
7.	Less Previous Payments	\$2,741,238.59
8.	Current Payment Due	\$42,528.91

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

CONTRACTOR: Iowa Civil Contracting, Inc.

DATE: 1/22/2021

BY:

Mack Rhindler

TITLE:

Project Manager

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$42,528.91

Shawn Brynner
ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: 01-22-2021

51	Type A Signs, Sheet Aluminum	SF	16	\$18.00	\$288.00	16	0	\$288.00	\$0.00	100.00%
52	Construction Survey	LS	1	\$23,690.16	\$23,690.16	1	0	\$23,690.16	\$0.00	100.00%
53	Painted Pavement Marking, Waterbourne or Solvent Based	STA	74.97	\$50.00	\$3,748.50	56.09	0	\$2,804.50	(\$944.00)	74.82%
54	Painted Symbols and Legends, Waterbourne or Solvent Based	EACH	4	\$100.00	\$400.00	4	0	\$400.00	\$0.00	100.00%
55	Traffic Control	LS	1	\$15,000.00	\$15,000.00	1	0	\$15,000.00	\$0.00	100.00%
56	Mobilization	LS	1	\$275,000.00	\$275,000.00	1	0	\$275,000.00	\$0.00	100.00%
57	Abandon Underground Facilities	CY	100	\$200.00	\$20,000.00	0	0	\$0.00	(\$20,000.00)	0.00%
58	Vibration Monitoring	LS	1	\$80,000.00	\$80,000.00	1	0	\$80,000.00	\$0.00	100.00%
59	Colored Stamped Sidewalk, PCC, 6 in, Thick	SY	661.79	\$145.05	\$98,900.46	661.79	0	\$98,900.46	\$0.00	100.00%
60	Silt Fence	LF	200	\$4.00	\$800.00	0	0	\$0.00	(\$800.00)	0.00%
61	Removal of Silt Fence or Silt Fence for Ditch Checks	LF	20	\$1.00	\$20.00	0	0	\$0.00	(\$20.00)	0.00%
62	Maintenance of Silt Fence or Silt Fence for Ditch Checks	LF	100	\$0.25	\$25.00	0	0	\$0.00	(\$25.00)	0.00%
63	Perimeter and Slope Sediment Control Device, 9 in Dia	LF	200	\$5.00	\$1,000.00	110	0	\$550.00	(\$450.00)	55.00%
64	Removal of Perimeter and Slope Sediment Control Device	LF	200	\$1.00	\$200.00	110	0	\$110.00	(\$90.00)	55.00%
65	Mobilizations, Erosion Control	EACH	1	\$500.00	\$500.00	0	0	\$0.00	(\$500.00)	0.00%
66	Mobilizations, Emergency Erosion Control	EACH	1	\$1,000.00	\$1,000.00	0	0	\$0.00	(\$1,000.00)	0.00%
67	Water Main, Trenched, PVC, 4 in	LF	57	\$45.00	\$2,565.00	0	57	\$2,565.00	\$0.00	0.00%
68	Water Main, Trenched, PVC, 6 in	LF	120	\$48.00	\$5,760.00	0	104	\$4,992.00	(\$768.00)	0.00%
69	Water Main, Trenched, PVC, 10 in	LF	29	\$130.00	\$3,770.00	0	29	\$3,770.00	\$0.00	0.00%
70	Water Main Trenched, PVC, 12 in	LF	76	\$101.00	\$7,676.00	0	72	\$7,272.00	(\$404.00)	0.00%
71	Water Main, Trenched, PVC, 16 in	LF	1910	\$70.00	\$133,700.00	0	1908	\$133,630.00	(\$70.00)	0.00%
72	Fittings By Weight, Ductile Iron	LB	2398	\$13.00	\$31,174.00	0	2398	\$31,174.00	\$0.00	0.00%
73	Water Service Stub, Copper, 1 in	EACH	34	\$2,935.00	\$99,790.00	0	27	\$79,245.00	(\$20,545.00)	0.00%
74	Water Service Stub, Copper, 2 in	EACH	1	\$4,200.00	\$4,200.00	0	1	\$4,200.00	\$0.00	0.00%
75	Valve, Gate, DJP, 16 in	EACH	10	\$6,161.00	\$61,610.00	0	10	\$61,610.00	\$0.00	0.00%
76	Valve, Gate, DJP, 4 in	EACH	1	\$1,292.00	\$1,292.00	0	1	\$1,292.00	\$0.00	0.00%
77	Valve, Gate, DJP, 6 in	EACH	2	\$1,484.00	\$2,968.00	0	2	\$2,968.00	\$0.00	0.00%
78	Valve, Gate, DJP, 10 in	EACH	1	\$2,313.00	\$2,313.00	0	1	\$2,313.00	\$0.00	0.00%
79	Valve, Gate, DJP, 12 in	EACH	2	\$1,656.00	\$3,312.00	0	2	\$3,312.00	\$0.00	0.00%
80	Tapping Valve Assembly, 12 in	EACH	1	\$9,292.00	\$9,292.00	0	1	\$9,292.00	\$0.00	0.00%
81	Fire Hydrant Assembly, WM-201	EACH	8	\$6,000.00	\$48,000.00	0	8	\$48,000.00	\$0.00	0.00%
82	Air Release Valve	EACH	1	\$2,282.00	\$2,282.00	0	1	\$2,282.00	\$0.00	0.00%
83	Water Main Abandonment	LS	1	\$10,000.00	\$10,000.00	0	1	\$10,000.00	\$0.00	0.00%
8001	Modify Structure MH-1	LS	1	\$4,290.00	\$4,290.00	1	0	\$4,290.00	\$0.00	100.00%
8002	Removal of Railroad Tracks	TLF	1905	\$17.00	\$32,385.00	1905	0	\$32,385.00	\$0.00	100.00%
8003	Colored/Stamped Crosswalk	SY	120	\$166.16	\$19,939.20	119.07	0	\$19,784.67	(\$154.53)	99.23%
8004	Trench Compaction Testing	LS	1	\$14,061.00	\$14,061.00	1	0	\$14,061.00	\$0.00	100.00%
8005	Subgrade Stabilization Material, Polymer Grd	SY	649	\$2.45	\$1,590.05	649	0	\$1,590.05	\$0.00	100.00%
8006	Topsoil, Furnish and Spread	CY	155.52	\$72.50	\$11,275.20	155.52	0	\$11,275.20	\$0.00	100.00%
8007	Storm Sewer Gravity Main, Trenched, RCP, 20000 Cl. III, 15 in	LF	94	\$110.00	\$10,340.00	94	0	\$10,340.00	\$0.00	100.00%
8008	Extra Work, Debris picked up and disposed of	CY	8.88	\$205.00	\$1,820.40	8.88	0	\$1,820.40	\$0.00	100.00%
TOTAL \$2,826,380.83										
ASBUILT TOTAL \$2,783,767.50 (\$42,613.33)										

East Main Street Reconstruction

ITEM	1/12/2021	DESCRIPTION	Iowa Civil Contracting		AS BUILT		AS BUILT		EXTENSION	QUANTITY OVER/UNDER CONTRACT	% OF CONTRACT
			UNIT	QTY	PRICE	DIV 1 QTY	DIV 2 QTY				
1		Excavation Class 10, Roadway and Borrow	CY	1959.2	\$12.15		1959.2		\$23,804.28	\$0.00	100.00%
2		Excavation Class 10, Waste	CY	106.73	\$23.62		106.73		\$2,520.96	\$0.00	100.00%
3		Topsoil, Furnish and Spread	CY	8.9	\$1.50		8.9		\$13.35	\$0.00	100.00%
4		Modified Subbase	CY	2404.23	\$36.54		2404.23		\$87,850.56	\$0.00	100.00%
5		Standard or Slipform PCC, Class C, Class 3 Dur., 9 In	SY	9312.72	\$68.56		9312.72		\$638,480.08	\$0.00	100.00%
6		Removal of Light Poles	EACH	3	\$500.00		3		\$1,500.00	\$0.00	100.00%
7		Flooded Backfill	CY	61.11	\$40.00		61.11		\$2,444.40	\$0.00	100.00%
8		Mannhole, Sanitary Sewer, SW-301, 48 In.	EACH	3	\$3,775.00		3		\$11,325.00	\$0.00	100.00%
9		Mannhole, Sanitary Sewer, SW-301, 72 In.	EACH	2	\$8,655.00		2		\$17,312.00	\$0.00	100.00%
10		Mannhole, Storm Sewer, SW-401, 60 In	EACH	2	\$7,980.00		2		\$15,960.00	\$0.00	100.00%
11		Mannhole, Storm Sewer, SW-404	EACH	1	\$22,080.00		1		\$22,080.00	\$0.00	100.00%
12		Intake SW-501	EACH	1	\$1,950.00		1		\$1,950.00	\$0.00	100.00%
13		Intake SW-501 Modified	EACH	1	\$1,950.00		1		\$1,950.00	\$0.00	100.00%
14		Intake SW-503	EACH	1	\$3,940.00		1		\$3,940.00	\$0.00	100.00%
15		Intake SW-505	EACH	5	\$2,800.00		5		\$14,000.00	\$0.00	100.00%
16		Intake SW-505 Modified	EACH	2	\$2,800.00		2		\$5,600.00	\$0.00	100.00%
17		Intake SW-506	EACH	6	\$5,800.00		6		\$34,800.00	\$0.00	100.00%
18		Intake SW-506 Modified	EACH	2	\$5,800.00		2		\$11,600.00	\$0.00	100.00%
19		Mannhole Adjustment, Minor	EACH	1	\$1,120.00		1		\$1,120.00	\$0.00	100.00%
20		Subdrain, Longitudinal, (Backslope) 6 In. Dia.	LF	841	\$20.50		844		\$17,240.50	\$0.00	100.00%
21		Subdrain, Longitudinal, (Shoulder) 6 In. Dia.	LF	3505	\$10.63		3436		\$37,258.15	\$61.50	116.67%
22		Subdrain Outlet, DR-303	EACH	8	\$400.00		8		\$3,200.00	(\$1,120.00)	0.00%
23		Storm Sewer Gravity Main, Trenched, RCP 2000D Cl. III, 15 In.	LF	267	\$61.00		267		\$16,287.00	\$0.00	100.00%
24		Storm Sewer Gravity Main, Trenched, RCP 2000D Cl. III, 24 In	LF	790	\$81.00		790		\$63,990.00	\$0.00	100.00%
25		Storm Sewer Gravity Main, Trenched, RCP 3750D, Cl V, 15 In	LF	425	\$81.00		428		\$34,425.00	\$0.00	100.00%
26		Storm Sewer Gravity Main, Trenched, RCP 3750D, Cl V, 24 In	LF	49	\$104.00		49		\$5,096.00	\$0.00	100.00%
27		Storm Sewer Gravity Main, Trenched, RCP 3750D, Cl V, 30 In	LF	76	\$200.00		76		\$15,200.00	\$0.00	100.00%
28		Remove Storm Sewer Pipe Less Than or Equal to 36 In	LF	508	\$33.00		282		\$16,764.00	(\$7,458.00)	55.51%
29		Sanitary Sewer Gravity Main, Trenched, RCP 3750D, Cl V, 48 In.	LF	73	\$400.00		60		\$29,200.00	(\$5,200.00)	82.19%
30		Sanitary Sewer Gravity Main, Trenched, PVC, 8 In.	LF	318	\$69.00		316		\$21,804.00	(\$138.00)	99.37%
31		Sanitary Sewer Gravity Main, Trenched, PVC, 10 In	LF	393	\$77.00		390		\$30,261.00	(\$231.00)	99.24%
32		Sanitary Sewer Gravity Main, Trenched, PVC, 12 In.	LF	30	\$168.00		28		\$4,704.00	(\$336.00)	93.33%
33		Sanitary Sewer Gravity Main, Trenched, PVC, 18 In	LF	104	\$152.00		168		\$25,704.00	\$9,792.00	161.54%
34		Sanitary Sewer Gravity Main, Trenched, PVC, 24 In.	LF	61	\$198.00		0		\$0.00	(\$12,078.00)	0.00%
35		Sanitary Sewer Service Stub, PVC, 6 In.	LF	151	\$190.00		216.5		\$41,135.00	\$12,445.00	143.38%
36		Remove Sanitary Sewer Pipe Less Than or Equal to 36 In.	LF	911	\$44.00		900		\$39,600.00	(\$484.00)	98.79%
37		Remove Sanitary Sewer Pipe Greater Than 36 In	LF	129	\$45.00		120		\$5,400.00	(\$405.00)	93.02%
38		Removal of Pavement	SY	10219	\$12.15		10269.01		\$124,768.47	\$907.62	100.49%
39		Removal of Intakes and Utility Accesses	EACH	23	\$986.00		23		\$22,678.00	\$0.00	100.00%
40		Removal of Sidewalk	SY	3560.25	\$11.82		3560.25		\$42,082.15	\$0.00	100.00%
41		Sidewalk, P.C. Concrete, 6 In.	SY	2585.29	\$59.16		2585.29		\$152,945.76	\$0.00	100.00%
42		Detectable Warnings	SF	462	\$38.15		449		\$17,129.35	\$0.00	100.00%
43		Driveway, P.C. Concrete, 6 In	SY	1273.39	\$66.65		1273.39		\$84,871.45	(\$495.95)	97.19%
44		P.C. Concrete Retaining Wall	CY	5.8	\$2,775.65		5.8		\$16,104.57	\$0.00	100.00%
45		Safety Closure	EACH	16	\$100.00		5		\$500.00	(\$1,100.00)	31.25%
46		Fence, Safety	LF	2955	\$2.50		2470		\$6,175.00	(\$6,175.00)	83.59%
47		Lighting Pole	EACH	3	\$3,550.00		3		\$10,650.00	\$0.00	100.00%
48		Electrical Circuits	LF	251.5	\$10.00		251.5		\$2,515.00	\$0.00	100.00%
49		Perforated Square Steel Tube Posts	LF	24	\$10.00		24		\$240.00	\$0.00	100.00%
50		Perforated Square Steel Tube Posts Anchor Break-Away	EACH	4	\$200.00		4		\$800.00	\$0.00	100.00%

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 2, 2021

Alicia Bankson

Prepared By

Larry Seals
Department Head

Engineering
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #29-2021. Awarding the contract for Marion Street Reconstruction Project.

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

RECOMMENDATION: Pass and adopt Resolution #29-2021

DISCUSSION: This project involves full-width, full depth PCC Reconstruction of Marion Street from 4th Street to North Court. This project includes replacing the existing sanitary sewer and adding storm sewer to separate the combined system. Marion Street has suffered extensive damage from water main breaks. We are currently working on a cost share amount with Ottumwa Water and Hydro and will finalize before start of construction. Ottumwa Water has installed a new water main from 4th Street to North Court. ADA HC ramps will be installed and sidewalk will be replaced where required to allow paving.

This project is expected to commence by April 1, 2021 and shall be completed by 60 working days. This project includes two phases to allow better home access during construction.

Bids were received and opened by the City of Ottumwa on January 27, 2021 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. Four (4) bids were received. The low bidder is Drish Construction of Fairfield, Iowa, in the amount of \$735,723.00.

Bid Tab and Plan Holders List are attached.

Funding: \$500,000 LOST
 \$300,000 RU

Estimated cost: \$785,237

Budgeted amount: \$800,000

Source of Funds: LOST/RU

Budgeted Item: YES

Budget Amendment Needed: NO

RESOLUTION #29-2021

A RESOLUTION AWARDING THE CONTRACT FOR THE MARION STREET
RECONSTRUCTION PROJECT

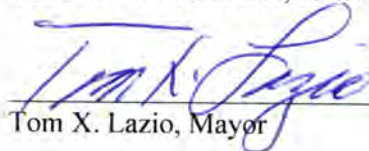
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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, Drish Construction, of Fairfield, Iowa in the amount of \$735,723.00.

APPROVED, PASSED, AND ADOPTED, this 2nd day of February, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

PLAN HOLDERS LIST

**Marion Street Reconstruction Project
Ottumwa, Iowa 52501**

Engineer's Estimate: \$818,000


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	Jones Contracting Corp PO Box 156 West Point, IA 52656 jwilcox@jonescontractingcorp.com	319-837-8129	City Website 1/7/2021			Emailed 1/21/2021
2	Absolute Concrete Construction 505 1st Ave N PO Box 148 Slater, IA 50244 lpetersen@ac-iowa.com	319-939-7611	City Website 1/7/2021			Emailed 1/21/2021
3	Metro-Pavers Inc. 101 Southgate Ave Iowa City, IA 52240 craig@metro-pavers.com	319-351-8800	Emailed 1/8/2021			Emailed 1/21/2021
4	MJ Daly Construction Co Inc 1916 Mt Pleasant St Burlington, IA 52601 dalyconst@aol.com	319-754-8119	Emailed 1/8/2021			Emailed 1/21/2021
5	Hawkeye Paving Corp 801 42nd St Bettendorf IA 52722 tperkins@hawkeyepaving.com	563-355-6834	Emailed 1/8/2021			Emailed 1/21/2021
6	Langman Construction 220 - 34th Avenue Rock Island, IL 61201 brian@langmanco.com	309-786-8944	Emailed 1/8/2021			Emailed 1/21/2021
7	Sternquist Construction 1110 N 14th St Indianola, IA 50125 bbohlender@sternquistconstruction.com	515-961-8127	Emailed 1/8/2021			Emailed 1/21/2021
8	Manatt's Inc 1775 Old 6 Rd Brooklyn, IA 52211 nickg@manatts.com	641-522-9206	Emailed 1/8/2021			Emailed 1/21/2021
9	Iowa Civil Contracting 1106 3rd St Victor, IA 52347 missyr@iowacivil.com	319-647-3561	City Website 1/12/2021			Emailed 1/21/2021
10	Fye Excavating 10165 Sperry Rd Sperry, IA 52650 sbush@fyeexcavating.com	319-985-2200	Emailed 1/13/2021			Emailed 1/21/2021
11	Drish Construction Inc 1701 S Main St Fairfield, IA 52556 drish.mirandao@gmail.com	641-472-9506	City Website 1/16/2021			Emailed 1/21/2021
12	Quad Cities Winwater Co. 3535 S 11th Ave Eldridge, IA 52748 crburgmeier@winwaterworks.com	563-223-9540	City Website 1/20/2021			Emailed 1/21/2021
13	J & K Contracting 10703 Justin Drive Urbandale, IA 50322 jbouska@jandkcontracting-ia.com	515-233-5500	City Website 1/22/2021			
14	Peterson Contractors, Inc. Blackhawk St, PO Box A Reinback, IA 50069 joshh@pcius.com	319-345-2713	City Website 1/26/2021			
15	Wenthold Excavating LLC 3070 NE 150th Ave Cambridge, IA 50046 bryan@wentholdexcavating.com	641-990-2357	City Website 1/26/2021			

	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	Notice of Project 1/6/2021		Emailed 1/21/2021
	City of Ottumwa 105 E 3rd St Ottumwa, IA 52501	641-683-0680	Notice of Project, P&S 1/6/2021		Emailed 1/21/2021

BID TABULATION FOR
MARION STREET RECONSTRUCTION

1/27/2021		CONSTRUCTION ESTIMATE		DRISH CONSTRUCTION		IOWA CIVIL CONT.		TK CONCRETE		LANGMAN CONST.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	TOPSOIL, FURNISH AND SPREAD	CY	200	\$25.00	\$5,000.00	\$35.50	\$7,100.00	\$35.00	\$7,000.00	\$30.00	\$6,000.00
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	945	\$11.00	\$10,395.00	\$14.00	\$13,230.00	\$20.00	\$18,900.00	\$30.00	\$28,350.00
3	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATL	CY	200	\$45.00	\$9,000.00	\$40.00	\$8,000.00	\$25.00	\$5,000.00	\$30.00	\$6,000.00
4	SUBGRADE PREPARATION	SY	5870	\$2.75	\$16,142.50	\$2.15	\$12,620.50	\$3.00	\$17,610.00	\$3.15	\$18,490.50
5	MODIFIED SUBBASE	SY	5870	\$7.00	\$41,090.00	\$6.90	\$40,503.00	\$8.50	\$49,895.00	\$18.50	\$108,595.00
6	TRENCH COMPACT TESTING	LS	1	\$7,500.00	\$7,500.00	\$8,050.00	\$8,050.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00
7	SEWER SERVICE, SANITARY 6 IN. DIA.	LF	100	\$45.00	\$4,500.00	\$62.00	\$6,200.00	\$95.00	\$9,500.00	\$30.00	\$3,000.00
8	SANITARY SEWER, REMOVAL OF PIPE < 36"	LF	170	\$10.00	\$1,700.00	\$19.00	\$3,230.00	\$20.00	\$3,400.00	\$0.01	\$1.70
9	STORM SEWER, TRENCHED, 15" RCP	LF	773	\$65.00	\$50,245.00	\$50.00	\$38,650.00	\$65.00	\$50,245.00	\$85.00	\$65,705.00
10	STORM SEWER, TRENCHED, 18" RCP	LF	46	\$75.00	\$3,450.00	\$31.00	\$1,426.00	\$85.00	\$3,910.00	\$95.00	\$4,370.00
11	SUBDRAIN, STD, PERFORATED, 4"	LF	2760	\$18.09	\$49,920.00	\$7.30	\$20,148.00	\$15.00	\$41,400.00	\$9.00	\$24,840.00
12	SUBDRAIN OUTLET (4040233)	EA	5	\$200.00	\$1,000.00	\$280.00	\$1,400.00	\$250.00	\$1,250.00	\$350.00	\$1,750.00
13	SANITARY SEWER SPOT REPAIR BY PIPE REPLACEMENT	LF	68	\$100.00	\$6,800.00	\$210.00	\$14,280.00	\$600.00	\$40,800.00	\$250.00	\$17,000.00
14	WATER SERVICE STUB, COPPER, 3/4 IN.	EA	12	\$1,500.00	\$18,000.00	\$1,505.00	\$18,060.00	\$1,200.00	\$14,400.00	\$200.00	\$2,400.00
15	MANHOLE, SANITARY, 4' DIA., SW-303	EA	3	\$5,000.00	\$15,000.00	\$6,900.00	\$20,700.00	\$8,000.00	\$24,000.00	\$4,460.00	\$13,380.00
16	MANHOLE, STORM 5' DIA., SW-401	EA	2	\$6,000.00	\$12,000.00	\$5,850.00	\$11,700.00	\$9,000.00	\$18,000.00	\$5,360.00	\$10,720.00
17	SINGLE GRATE INTAKE, SW-501	EA	1	\$2,850.00	\$2,850.00	\$4,025.00	\$4,025.00	\$3,750.00	\$3,750.00	\$3,560.00	\$3,560.00
18	DOUBLE GRATE INTAKE, SW-505	EA	3	\$5,000.00	\$15,000.00	\$6,010.00	\$18,030.00	\$5,750.00	\$17,250.00	\$5,460.00	\$16,380.00
19	SINGLE GRATE INTAKE WITH MANHOLE, SW-506	EA	1	\$8,000.00	\$8,000.00	\$8,850.00	\$8,850.00	\$9,500.00	\$9,500.00	\$9,620.00	\$9,620.00
20	MANHOLE ADJUSTMENT, MINOR	EA	3	\$2,000.00	\$6,000.00	\$1,380.00	\$4,140.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
21	CONNECTION TO EXISTING MANHOLE	EA	1	\$3,500.00	\$3,500.00	\$715.00	\$715.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00
22	REMOVE MANHOLE OR INTAKE	EA	9	\$1,000.00	\$9,000.00	\$815.00	\$7,335.00	\$500.00	\$4,500.00	\$1,000.00	\$9,000.00
23	STANDARD OR SLIP FORM PCC PAVEMENT, CL. C, CL.3, 7"	SY	5035	\$70.00	\$352,450.00	\$60.00	\$302,100.00	\$54.15	\$272,645.25	\$43.00	\$216,505.00
24	REMOVAL OF PAVED DRIVEWAY	SY	400	\$8.50	\$3,400.00	\$10.00	\$4,000.00	\$10.00	\$4,000.00	\$15.00	\$6,000.00
25	REMOVAL OF SIDEWALK	SY	657	\$7.50	\$4,927.50	\$7.00	\$4,599.00	\$7.00	\$4,599.00	\$15.00	\$9,855.00
26	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	762	\$55.00	\$41,910.00	\$58.50	\$44,577.00	\$60.00	\$45,720.00	\$58.00	\$44,196.00
27	DETECTABLE WARNINGS	SF	254	\$50.00	\$12,700.00	\$36.00	\$9,144.00	\$40.00	\$10,160.00	\$60.00	\$15,240.00
28	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	387	\$60.00	\$23,220.00	\$54.00	\$20,898.00	\$55.00	\$21,285.00	\$54.00	\$20,898.00
29	DRIVEWAY, 3/4 CRUSHED STONE	TN	15	\$30.00	\$450.00	\$22.50	\$337.50	\$40.00	\$600.00	\$35.00	\$525.00
30	REMOVAL OF PAVEMENT	ST	4935	\$6.50	\$32,077.50	\$5.00	\$24,675.00	\$10.00	\$49,350.00	\$18.90	\$93,271.50
31	TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$6,200.00	\$6,200.00	\$7,450.00	\$8,750.00	\$5,000.00	\$5,000.00
32	SEEDING, FERTILIZING, & MULCHING (URBAN)	LS	1	\$7,500.00	\$7,500.00	\$7,700.00	\$7,700.00	\$7,700.00	\$7,500.00	\$3,000.00	\$3,000.00
33	EROSION CONTROL, SILT FENCE & FILTER SOCKS	LF	100	\$3.50	\$350.00	\$8.00	\$800.00	\$5.00	\$500.00	\$5.00	\$500.00
34	EROSION CONTROL, SILT FENCE & FILTER SOCKS REMOVAL	LF	100	\$1.00	\$100.00	\$3.00	\$300.00	\$5.00	\$500.00	\$0.01	\$1.00
35	CONSTRUCTION SURVEY	LS	1	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$5,000.00
36	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00	\$67,200.00	\$63,000.00	\$125,000.00	\$125,000.00
37	CONCRETE WASHOUT	LS	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$100.00	\$100.00
					\$817,677.50		\$735,723.00		\$750,718.25		\$895,415.00
											\$897,703.70

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 1-27-2021
 BY: Scott McCarty 

GRAY BOX DENOTES MATH ERROR BY CONTRACTOR

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

2021 JAN 29 AM 2:00
CITY OF OTTUMWA

Council Meeting of: February 2, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #30-2021. Awarding the contract for WPCF Effluent Diffuser Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #30-2021

DISCUSSION: Our IDNR discharge permit limits are tied to the effective operation and directly impacts the available waste water plant loadings. New duckbills are scheduled to arrive 02-01-21. The new valves have a 1 year warranty but based on past performance of the original valves we expect they could last 20-25 years.

The diffuser is shared with JBS and they have agreed to pay 1/3 of maintenance and installation costs. This percent is based on average flow and loading from their plant compared to the total plant flows and loadings.

This project is expected to begin March/April and has a completion date of June 30th if the site is workable. This project is unique and has been setup to allow flexibility due to the river flow and depth controlling the work site.

Bids were received and opened by the City of Ottumwa on January 27, 2021 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. Two (2) bids were received. The low bidder is J.F. Brennan Company, Inc. of LaCrosse, Wisconsin in the amount of \$77,250.00.

Bid Tab and Plan Holders List are attached.

Bid: \$77,250.00 - City: \$50,985.00 and JBS: \$25,492.50

Opinion of probable cost	Base bid	\$40,000
Alternate 1 Cleaning		\$25,000

Funding will be from the WPCF maintenance and repair fund (610-8-815-6399).

Source of Funds: Sewer Fund Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #30-2021

A RESOLUTION AWARDING THE CONTRACT FOR THE WPCF EFFLUENT
DIFFUSER PROJECT

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, J.F. Brennan Company, Inc. of LaCrosse, Wisconsin, in the amount of \$77,250.

APPROVED, PASSED, AND ADOPTED, this 2nd day of February, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



WPCF Effluent Diffuser Project		CONSTRUCTION ESTIMATE		JF Brennan		Superior Seawalls	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	REPLACE DUCKBILL CHECK VALVES	EA	30	\$ 1,000.00	\$30,000.00	\$ 2,225.00	\$66,750.00
2	MOBILIZATION TO REPLACE CHECK VALVES	LS	1	\$ 10,000.00	\$10,000.00	\$ 10,500.00	\$10,500.00
TOTAL					\$40,000.00		\$77,250.00
BID TABULATION FOR ALTERNATE OR SEPARATE WORK							
3	REMOVE MATERIAL FROM DIFFUSER PIPE (4" PUMP)	HR	20	\$ 1,000.00	\$20,000.00	\$ -	\$0.00
4	MOBILIZATION FOR MATERIAL REMOVAL (4" PUMP)	LS	1	\$ 5,000.00	\$5,000.00	\$ -	\$0.00
5	REMOVE MATERIAL FROM DIFFUSER PIPE (6" PUMP)	HR	15	\$ 1,250.00	\$18,750.00	\$ 915.00	\$13,725.00
6	MOBILIZATION FOR MATERIAL REMOVAL (6" PUMP)	LS	1	\$ 6,250.00	\$6,250.00	\$ 15,000.00	\$15,000.00
TOTAL					\$50,000.00		\$28,725.00
GRAND TOTAL (AWARD ONLY ONE SET OF BID ALT.)					\$65,000.00		\$105,975.00
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON DATE OF BID OPENING		BY: <i>Bill Bryan</i>					

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON DATE OF BID OPENING

BY: *Bill Bryan*

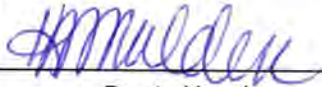
City of Ottumwa

Staff Summary

Council Meeting of: February 2, 2021

Item No. 31-2021

Finance Department
Department

Kala Mulder
Prepared By

Dept. Head


City Administrator



Agenda Title: Resolution No. 31-2021 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.



Recommendation: Pass and adopt Resolution No. 31-2021

Discussion: 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 \$1,395,000 General Obligation Refunding Capital Loan Notes. The \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, dated February 16, 2021, 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.

The City is in need of funds to pay costs of refinancing and refunding certain outstanding indebtedness of the City, including the Taxable General Obligation Bonds, Series 2011 dated October 19, 2011, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Refunding Capital Loan Notes, to the aggregate amount of Not to Exceed \$9,500,000, when combined with other projects, be authorized for said purposes.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B

- 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 Continuing Disclosure Certificate.

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

February 2, 2021

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 Lazio, in the chair, and the following named Council Members:

Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

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 Dalbey seconded the motion to adopt. The roll was called and the vote was,

AYES: Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

Resolution No. 31-2021

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, \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, dated February 16, 2021, 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 \$1,395,000

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 2nd day of February, 2021.



Mayor

ATTEST:





City Clerk


City of Ottumwa

Staff Summary

Council Meeting of: February 2, 2021

Item No. 32-2021

Finance Department
Department

Kala Mulder
Prepared By

Dept. Head


City Administrator

.....

Agenda Title: Resolution No. 32-2021 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 Continuing Disclosure Certificate.

.....

Recommendation: Pass and adopt Resolution No. 32-2021

Discussion: 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 \$1,395,000 General Obligation Refunding Capital Loan Notes. The \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, dated February 16, 2021, 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.

The City is in need of funds to pay costs of refinancing and refunding certain outstanding indebtedness of the City, including the Taxable General Obligation Bonds, Series 2011 dated October 19, 2011, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Refunding Capital Loan Notes, to the aggregate amount of Not to Exceed \$9,500,000, when combined with other projects, be authorized for said purposes.

Council Member Dalbey introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,395,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2021B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member Berg seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

NAYS: None

Whereupon, the Mayor declared said Resolution duly adopted as follows:

Resolution No. 32-2021

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,395,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2021B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE CONTINUING DISCLOSURE 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 refinancing and refunding certain outstanding indebtedness of the City, including the Taxable General Obligation Bonds, Series 2011 dated October 19, 2011, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Refunding Capital Loan Notes, to the aggregate amount of Not to Exceed \$9,500,000, when combined with other projects, be authorized for said purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring 1 (one) outstanding issue of Notes for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Bonds set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; 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 \$1,395,000 General Obligation Refunding Capital Loan Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); 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:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes" shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders 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 \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "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 refinancing and refunding certain outstanding indebtedness of the City, including the Taxable General Obligation Bonds, Series 2011 dated October 19, 2011.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Refunded Bonds" shall mean \$1,360,000 of the \$2,050,000 General Obligation Bonds, Series 2011A, dated October 19, 2011.
- "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 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
\$ 119,124.75	2021/2022
\$ 128,670.50	2022/2023
\$ 133,141.50	2023/2024
\$ 137,541.50	2024/2025
\$ 141,829.00	2025/2026
\$ 140,789.00	2026/2027
\$ 139,619.00	2027/2028
\$ 138,176.00	2028/2029
\$ 136,525.00	2029/2030
\$ 139,536.00	2030/2031
\$ 137,335.50	2031/2032

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution 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 "2021B GENERAL OBLIGATION REFUNDING 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. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

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, 2019, 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, 2019, 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 Refunding Capital Loan Notes of the City in the amount of \$1,395,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series 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 REFUNDING CAPITAL LOAN NOTE, SERIES 2021B", be dated February 16, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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
\$115,000	0.410%	2021
\$115,000	0.460%	2022
\$120,000	0.500%	2023
\$125,000	0.570%	2024
\$130,000	0.800%	2025
\$130,000	0.900%	2026
\$130,000	1.110%	2027
\$130,000	1.270%	2028
\$130,000	1.530%	2029
\$135,000	1.630%	2030
\$135,000	1.730%	2031

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form: Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the

availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. 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 shall be satisfactory to the Registrar, 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-Presentation 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 or redemption date, 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 9. 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 satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. 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 11. 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 12. 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 13. 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 REFUNDING CAPITAL LOAN NOTE"
"SERIES 2021B"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: February 16, 2021
CUSIP No.: _____
"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, 2021, 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.

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 and 384.25 of the Code of Iowa, for the purpose of paying costs of refinancing and refunding certain outstanding indebtedness of the City, including the Taxable General Obligation Bonds, Series 2011 dated October 19, 2011, 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.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

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 14. 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 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not

be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 17. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 18. 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 2nd day of February, 2021.



Mayor

ATTEST:



City Clerk

EXHIBIT "A"

Refunded Bonds

\$2,050,000 General Obligation Bonds, Taxable Series 2011A

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$95,000	2.75%	2021
\$100,000	2.90%	2022
\$105,000	3.05%	2023
\$110,000	3.25%	2024
\$120,000	3.50%	2025
\$255,000	4.00%	2027*
\$275,000	4.20%	2029*
\$300,000	4.40%	2031*

\$1,360,000 will be redeemed on February 19, 2021.

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 3rd day of February, 2021.

Christine Reinhard
City Clerk, City of Ottumwa, State of Iowa



CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Ottumwa, State of Iowa (the "Issuer"), in connection with the issuance of \$7,025,000 General Obligation Capital Loan Notes, Series 2021A, and the \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B (collectively, the "Notes") dated February 16, 2021. The Notes are being issued pursuant to a Resolution of the Issuer approved on February 2, 2021 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2021.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than April 15th of each year, commencing with information for the 2020/2021 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibits A.-1 and A-2.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Property Valuations"; "Tax Rates"; "Historic Tax Rates"; "Tax Collection History"; "Outstanding General Obligation Debt"; "Debt Limit"; and "Financial Summary." Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: _____ day of _____, 2021.

CITY OF OTTUMWA, STATE OF IOWA

By: 
Mayor

ATTEST:

By: 
City Clerk



EXHIBIT A-1

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Note Issue: \$7,025,000 General Obligation Capital Loan Notes, Series 2021A

Dated Date of Issue: February 16, 2021

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

EXHIBIT A-2

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Note Issue: \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B

Dated Date of Issue: February 16, 2021

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20__.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

LOAN AGREEMENT

This Loan Agreement is entered into as of the 16th day of February, 2021, by and between the City of Ottumwa, State of Iowa (the "City") acting through its City Council (the "Council") and Piper Sandler & Co. of Des Moines (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,385,235.00, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, in the aggregate principal amount of \$1,395,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of refinancing and refunding certain outstanding indebtedness of the City, including the Taxable General Obligation Bonds, Series 2011 dated October 19, 2011 (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, 2021.

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 February 16, 2021, shall bear interest payable June 1, 2021, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$115,000	0.410%	2021
\$115,000	0.460%	2022
\$120,000	0.500%	2023
\$125,000	0.570%	2024
\$130,000	0.800%	2025
\$130,000	0.900%	2026
\$130,000	1.110%	2027
\$130,000	1.270%	2028
\$130,000	1.530%	2029
\$135,000	1.630%	2030
\$135,000	1.730%	2031

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. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public.

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. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. 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).

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: *Tom A. Lewis*
Mayor

ATTEST:

By: *Christie Reinhard*
City Clerk



PIPER SANDLER & CO. (Lender)

By: _____
(Signature)

(Name)

(Title)

01822332-1\10981-164

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 Refunding Capital Loan Notes, Series 2021B, of the City of Ottumwa, State of Iowa, in the amount of \$1,395,000, dated February 16, 2021, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$115,000	0.410%	2021
\$115,000	0.460%	2022
\$120,000	0.500%	2023
\$125,000	0.570%	2024
\$130,000	0.800%	2025
\$130,000	0.900%	2026
\$130,000	1.110%	2027
\$130,000	1.270%	2028
\$130,000	1.530%	2029
\$135,000	1.630%	2030
\$135,000	1.730%	2031

Each of the Notes 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 Notes have been delivered to DTC on behalf of:

Piper Sandler & Co. of Des Moines

and have been paid for in accordance with the terms of the contract of sale and at a price of \$1,385,235.00, 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.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated _____, 2021 as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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)	\$1,041,083,102
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$36,085,000
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	\$0

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa,
State of Iowa, this _____ day of _____, 2021.



Mayor



City Clerk



Director of Finance



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 \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, of the City dated February 16, 2021, 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 2021, 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.

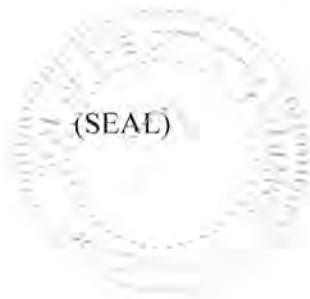
I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given 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 3rd day of February, 2021, at Ottumwa, Iowa.



City Clerk, City of Ottumwa, State of Iowa



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:

Tom Lazio

Tom Lazio
(Original Signature)

City Clerk:

Christina Reinhard

Christina Reinhard
(Original Signature)

Director of Finance:

Kala Mulder

Kala Mulder
(Original Signature)

STATE OF IOWA

)

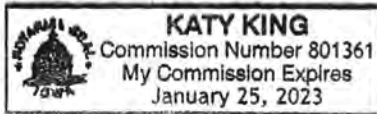
) SS

COUNTY OF WAPELLO

)

Subscribed and sworn to before me by Tom Lazio, Christina Reinhard and Kala Mulder on this 3rd day of February 2021.

(SEAL)



Katy King
Notary Public in and for Wapello County, Iowa

AUTHENTICATION ORDER

The undersigned Director of Finance 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") \$1,395,000 aggregate principal amount of Issuer's Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, dated February 16, 2021 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each 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 Notes 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 Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, Piper Sandler & Co., 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 3rd day of February, 2021



Director of Finance

(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 _____, 2021 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 2nd day of February, 2021, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$1,395,000 of Taxable General Obligation Refunding Capital Loan Notes, Series 2021B., and levying a tax therefor, dated February 16, 2021.

(COUNTY SEAL)

County Auditor of Wapello County, State of
Iowa

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PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on February 16, 2021 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 \$1,395,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, dated February 16, 2021 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 upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, 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 pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

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, 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
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If to ISSUER:	City of Ottumwa City Clerk 105 East 3rd Street Ottumwa, Iowa 52501-2904
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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 3rd day of February, 2021.

CITY OF OTTUMWA,
STATE OF IOWA, ISSUER

By: _____

Mayor

ATTEST:

By: _____

Christi Runhard
City Clerk

UMB BANK N.A., as PAYING
AGENT/REGISTRAR

By: _____

(Title)

ATTEST:

By: _____

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

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Public forum



CITY OF
OTTUMWA

6-35
psw

Citizen Input Request Form

2/2/2021
Council Meeting Date

Name: JOHN SAOLES

Address: 11719 Anyle Rd

Item No. to Address: _____
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

ON Rental Inspections

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.