

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 15  
Council Chambers, City Hall

May 5, 2020  
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 April 30, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call **641-683-4581** to address the Council. During the meeting, Staff will reserve a minimum of **4** minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 12 on April 21, 2020 as presented.
2. Approve the appointment of Chad Farrington to the position of Police Chief for the Ottumwa Police Department effective June 10, 2020.
3. Resolution No. 53-2020, setting a public hearing date for May 19, 2020 on the Council's intent to approve a Purchase and Development Agreement with Christner Properties, LLC for the purchase of 310 E. Main Street.
4. Resolution No. 79 -2020, setting May 19, 2020 as the date of a public hearing on the disposition of City owned property located at 310 N. Moore.
5. Resolution No. 81-2020, setting May 19, 2020 as the date of a public hearing on the disposition of City owned property located at 119 N. Ward.
6. Beer and/or liquor applications for: Ottumwa Grocery, LLC, 129-131 E. Second St.; Las Palmas Bar & Grill, Inc., 321 E. Second St.; Fraternal Order of Eagles Ottumwa #114, 109 S. Green St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update on procedures and facility access during COVID-19.

***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. Bid review and contract award for asbestos removal at 319 W. Fifth Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal at 319 W. Fifth Street to Dustan Smith of Environmental Edge of Ottumwa, Iowa, for the sum of \$3,700.

2. Bid review and contract award for demolition of 319 W. Fifth Street.

RECOMMENDATION: Accept bid and award contract for demolition and disposal of the structures located at 319 W. Fifth Street to Tim Skinner Trucking of Ottumwa, Iowa, for the sum of \$11,950.

3. Approve the proposal for professional services from Veenstra and Kimm to prepare a Nutrient Reduction Report for the Water Pollution Control Facility.

RECOMMENDATION: Approve the proposal for professional services from Veenstra and Kimm for the amount not to exceed \$18,700.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2020 HMA, PCC Street Crack Repair Program.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 93-2020, approving the plans, specifications, form of contract and estimated cost for the 2020 HMA, PCC Street Crack Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 93-2020.

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 2020 Sanitary Utility Access Program.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 94-2020, approving the plans, specifications, form of contract and estimated cost for the 2020 Sanitary Utility Access Program.

RECOMMENDATION: Pass and adopt Resolution No. 94-2020.

3. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2020 Sidewalk Drop and Detectable Warning Installation Program.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 95-2020, approving the plans, specifications, form of contract and estimated cost for the 2020 Sidewalk Drop and Detectable Warning Installation Program.

RECOMMENDATION: Pass and adopt Resolution No. 95-2020.

4. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2020 Asphalt Street Repair Program.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 96 -2020, approving the plans, specifications, form of contract and estimated cost for the 2020 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 96-2020.

- 5. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2020 Chip Seal Program.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 97-2020, approving the plans, specifications, form of contract and estimated cost for the 2020 Chip Seal Program.

RECOMMENDATION: Pass and adopt Resolution No. 97-2020.

#### H. RESOLUTIONS:

- 1. Resolution No. 78-2020, reserve \$100,000 to cover costs associated with Bridge View Center due to lost revenue related to COVID-19.

RECOMMENDATION: Defeat Resolution No. 78-2020.

- 2. Resolution No. 86-2020, accept a gift of real estate from Josh and Brandy Lunt located at 315 N. Jefferson, Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 86-2020.

- 3. Resolution No. 90-2020, resolution of commitment to apply for the West Main Multimodal Corridor Revitalization Project Build Grant.

RECOMMENDATION: Pass and adopt Resolution No. 90-2020.

- 4. Resolution No. 91-2020, Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Highlands Development I, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 91-2020.

- 5. Resolution No. 98-2020, Approving Change Order No. 1 for Beach Renovations Phase 4 – Shade Structures Installation Project.

RECOMMENDATION: Pass and adopt Resolution No. 98-2020.

- 6. Resolution No. 99-2020, approving Change Order No. 1 and Accepting the work as Final and Complete and Approving the final pay request for the Beach Renovations Phase 4 – RFP 6X, Drainage Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 99-2020.

7. Resolution No. 101-2020, placing up to a one-year Moratorium on the sale of City owned vacant lots, except those deemed appropriate for the building of a new residential dwelling or commercial building while the City's Vacant Lot Policy is revised.

RECOMMENDATION: Pass and adopt Resolution No. 101-2020.

8. Resolution No. 102-2020, reallocating funds in the amount of \$9,500, in Fund 151, from Department 343 City Housing to Department 561 Healthy Neighbors, to be used in support of the 2020 cycle of the Healthy Neighbors Home Improvement Grant and Authorizing the Healthy Neighbors Grant Committee to Award up to \$11,000 for home improvement grants.

RECOMMENDATION: Pass and adopt Resolution No. 102-2020.

9. Resolution No. 103-2020, approve Change Order No. 2 for the East Main Street Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 103-2020.

10. Resolution No. 104-2020, appointing UMB Bank, N.A. as the Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and the Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 104-2020.

11. Resolution No. 105-2020, 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. 105-2020.

12. Resolution No. 106-2020, recommendation to transfer \$116,616.93 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19.

RECOMMENDATION: Pass and adopt Resolution No. 106-2020.

13. Resolution No. 107-2020, assessing delinquent sewer collection fees on property taxes.

RECOMMENDATION: Pass and adopt Resolution No. 107-2020.

14. Resolution No. 108-2020, assessing delinquent refuse collection fees on property taxes.

RECOMMENDATION: Pass and adopt Resolution No. 108-2020.

15. Resolution No. 109-2020, approving additional Professional Services at the hourly rate scheduled between Veenstra & Kim and the City of Ottumwa for the Build Grant Program.

RECOMMENDATION: Pass and adopt Resolution No. 109-2020.

#### 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. \*\*\***



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 5/1/2020 TIME: 10:45 AM NO. OF PAGES 6  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #15 to be held on 5/5/2020

\*\* Please Note – All media outlets wishing to record will need to set up in Council Chambers before the meeting starts at 5:30 P.M. Media personnel may then watch the meeting from Room 108 as we will broadcast on our screen in order to stay within regulations set forth in the State Public Health Disaster Emergency.

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Ottumwa Courier  
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Tom FM



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REGULAR MEETING NO. 12  
Council Chambers, City Hall

April 21, 2020  
5:30 O'Clock P.M.

The meeting convened at 5:31 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 April 30, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call **641-683-4581** to address the Council. During the meeting, Staff will reserve a minimum of **4** minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

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

Roe moved, seconded by Meyers to approve the following consent agenda items Mins. from Reg. Mtg. No. 11 on April 7, 2020 as presented; Ack. of March financial rpt and payment of bills as submitted by the Finance Dept.; Recommend appointment of Rick McFarland to the Planning and Zoning Commission, term to expire 4/1/2021 due to a vacancy and re-appointment of Mark Hanson and Leisa Walker to the Ottumwa Housing Auth., terms to expire 11/22/2021; Civil Service Commission Eligibility Lists for April 15, 2020: Police Officer - Entrance, Chief of Police - Promotional; Approve the appointment of Becky Bolin to the position of Police Officer for the Ottumwa Police Dept. effective on or about April 22, 2020; Consideration of Ack./Settlement Agt. between the City of Ottumwa and The Battery Store (616 Church St.); Consideration of Ack./Settlement Agt. between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee C Store (2457 North Court St.); Consideration of Ack./Settlement Agt. between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Gas #1 (1027 North Quincy Ave.); Approve the Advantage Vision Plan Renewal Agt. with Avesis effective July 1, 2020; Approve the purchase of a Poly Blend polymer mixer from Vessco, Inc. for the quoted price \$12,990 for WPCF; Res. No. 68-2020, naming depositories for the City of Ottumwa, IA; Res. No. 74-2020, approve the contract, bond and cert of insurance for the Milner Street Reconstruction Project; Res. No. 75-2020, approve the contract, bond and cert of insurance for the Ward Street Bridge Replacement Project; Res. No. 76-2020, waive the Peddler/Transient Merchant licensing fees for participants in the Lemonade Day event within the City of Ottumwa; Beer and/or liquor applications for: Parkview Plaza (Hotel Ottumwa), 107 E. Second St.; Walgreens #1301, 327 W. Fourth St.; Casey's Gen. Store #1678, 346 Richmond; Casey's Gen. Store #1886, 504 W. Mary St.; Casey's Gen. Store #7, 1001 E. Main St.; Casey's Gen. Store #2208, 1603 W. Second St.; all applications pending final inspections. All ayes.

Dalbey moved, seconded by Roe to approve the agenda by moving Item G-1, Res No. 48-2020, authorizing the mayor to sign the IA DOT allowing Ottumwa Transit to receive State Funding to H-10. All ayes.

Fred Zesiger provided a Quarterly report on Main Street Ottumwa. Many events have been postponed or canceled due to COVID-19. We will host a virtual event tomorrow night to showcase the newly installed energy efficient lights on the Jefferson St. Bridge. Family First Chiropractic submitted an application for

the "Open for Competition" Grant; which has been submitted as one of out of the 19 throughout the state. Holly Berg was selected as the Volunteer of the Year by Main Street Iowa. Since Main Street Ottumwa's induction in 2006, we hit the \$20 Million benchmark this year.

Mayor Lazio inquired if there was anyone that wished to address an item on the agenda. There were none at the time; callers are reminded to call in when the item you want to discuss is on the floor.

City Engineer Dohlman presented on the 2017-2019 Energy Efficiency Improvements. This program began with energy audits performed by consultants from ClearResult and Michael's Energy in 2016. Calendar Yr 2017 was the first full year of the program where energy efficiency improvements were made. Following are totals of energy costs avoided for facilities within the three years: 2017 – \$53,408.31; 2018 – \$124,683.62; 2019 – \$230,671.38. The city was able to avoid almost \$400,000 in costs which is a pretty good investment.

Roe moved, seconded by Dalbey to approve the Addt'l Professional Engineering Services Agt with Garden & Associates for easement plats and descriptions (temp. and/or permanent) for the CSO, Blake's Branch Ph. 8, Div. 1 Project. Seven addt'l easements were identified from the original agt. on 10/18/19 that also required survey plats. All ayes.

This was the time, place and date set for a public hearing on the sale of City ROW property located at 2437 Northgate, Ottumwa, IA to JKAT Integrity Team, LLC doing business as ReMax Pride. PW Dir. Seals reported a large sign for this business sits on the described property and the IADOT is requiring that either the sign be moved or the City transfer ownership of the parcel of real estate to JKAT Integrity Team, LLC. The City is requiring that upon ownership of this property, JKAT would grant easements to the utilities affected. The parcel has been appraised at \$1500. No objections were received. Roe moved, seconded by Berg to close the public hearing. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 57-2020, approving the sale of real estate to JKAT Integrity Team, LLC, d/b/a ReMax Pride and authorize the Mayor to sign the documents of conveyance, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the sale of City owned property located at 117 S. Iowa Ave. in the City of Ottumwa, Wapello County, IA. Planner Simonson reported the buyer intends to use the property in conjunction with the church bldg. they purchased at 105 S. Iowa Ave. No objections were received. Meyers moved, seconded by Dalbey to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 60-2020, accepting the offer and approving the sale of 117 S. Iowa Ave. to Whatsoever You Do, Inc., for the sum of \$125, be passed and adopted. All ayes.

Berg moved, seconded by Meyers that Res. No. 66-2020, approving Chg Order No. 4, in the amount of \$11,885.50 for the Main Street (Downtown Streetscape) Reconstruction project, be passed and adopted. PW Dir. Seals reported this Chg Order increases the contract; the new contract sum is \$5,150,566.38. All ayes.

Meyers moved, seconded by Roe that Res. No. 67-2020, authorizing the Mayor to sign the Airport CIP data sheets and related docs; and auth staff to submit related docs to the IADOT for the fiscal yrs 2021-2024, be passed and adopted. Airport Suprv Cobler reported amount of requested IDOT dollars (85%) and the local match required (15%). All ayes.

Roe moved, seconded by Dalbey that Res. No. 69-2020, recommendation to transfer operation of fixed route transit system (Ottumwa Transit) to 10-15 Transit with an effective date on or before July 1, 2020, be passed and adopted. City Admin. Rath explained that earlier this year, we passed Res. No. 19-2020 to continue the fixed route system with OTA. This meeting was a result of the IADOT requesting OTA and 10-15 to develop a MOU outlining services of each entity instead of having dual representation of services. Discussions continued after Res No. 19-2020 was passed; 10-15 provided a new proposal that incorporates all services into one; provides continuity of services; minimizes the risk to riders and staff; absorbs up to 12 employees from OTA to help mitigate the loss of jobs; and helps us address the tax levy.

Jay Allison of 10-15 stated we would love the opportunity to integrate the fixed route into our organization with the flexibility of services that we can provide.

Councilman Meyers stated I was part of the council that voted 5-0 to keep OTA services in January based on the presentation from OTA. They provided an accurate presentation; however, hearing the presentation by 10-15 presents additional questions. Would 10-15 later raise ridership rates after the initial take over? Hiring 12 drivers is not really a guarantee. What would happen to the bldg. that Ottumwa Transit owns? Transit has done everything that we have wanted them to do.

Jay Allison stated we've never raised any of our rates; we don't want to ask for anything more than what we need in the first year; it would be in the City's best interest for us to utilize Ottumwa Transit's bldg. as there's still useful life in the property and to not miss an opportunity to possibly sell the property as we will not have any future interest in it.

Councilman Roe stated all of us have had numerous calls on this topic; I was a bit disappointed after the decision to keep OTA services was made in January and then people were contacted by OTA stating there's no way we can serve your people; this put citizens at risk; we are better served in doing what is best for the masses instead of a vote that was based on misinformation.

Councilperson Berg stated she too received numerous calls and concerns; we must serve the people of the community; I didn't think we would be back here to vote again on this item. One of my questions is what if 10-15 doesn't continue with the fixed route after the transition – what happens?

City Admin Rath stated if this were to happen, then all assets that were transferred to 10-15 in this Agt. would be returned to the City to re-do the fixed route system; if 10-15 were to no longer offer the fixed route, it would come back to the City; or assigned to another entity if agreed to by 10-15 and City of Ottumwa.

Councilman Dalbey added part of our jobs is to provide the best transit service at the best price to citizens; our levy is high and rarely do we have the opportunity to improve the service and lower the cost.

Mayor Lazio received three calls today from concerned citizens. Oral comments/questions were received during the meeting; expressing objection to this Resolution.

Vote was taken; All ayes.

Meyers moved, seconded by Roe that Res. No. 70-2020, approve the master Agt with Kirkham, Michael & Assoc for Consultant Services at the Ottumwa Reg Airport and authorize the Mayor to sign the Agt, be passed and adopted. Airport Supv. Cobler stated only one proposal was received. The Airport Adv. Brd. approved the proposal at its April 14, 2020 mtg. Kirkham, Michael & Assoc. has been the City's



consultant for the past five yrs and was instrumental in the recent reconstruction of the City's runway project this past summer. Recommend extension of Master Agt. for five years. All ayes.

Roe moved, seconded by Dalbey that Res. No. 71-2020, approving the Supplemental Agt. No. 1 between the City of Ottumwa and Garden & Associates, Ltd. for ad'l Professional Engineering Services for preliminary site survey for design purposes for the Woodland Ave. Reconstruction Project, be passed and adopted. PW Dir. Seals reported the est. cost for the Agt was \$30,000; this will increase the contract by \$10,000. All ayes.

Meyers moved, seconded by Roe that Res. No. 72-2020, approving the amendment to the Agt between the City of Ottumwa and Veenstra & Kimm, Inc. to add design engineering services for the CSO, Blake's Branch Ph 8, Div 1 Project, be passed and adopted. PW Dir. Seals reported this amendment adds three separate sections to the base contract, for a total amount \$951,600 added to the base amount. All ayes.

Dalbey moved, seconded by Berg that Res. No. 73-2020, authorizing the Mayor to execute six Easement Agts for Construction and Maint of Public Improvements for the CSO, Blake's Branch Ph 8, Div 1 Project, be passed and adopted. PW Dir. Seals reported the easements are required to allow new construction across private property and allow for temp. right of access for future maint as needed. All ayes.

Roe moved, seconded by Meyers that Res. No. 77-2020, accepting the low bid and awarding the project for the Basketball Court Concrete Slab at the Ottumwa Park to McClure & Comp. Concrete, Inc. of Ottumwa, IA, in the amount of \$17,568.50, be passed and adopted. Parks & Rec Dir. Rathje reported five bids were received. This project was funded by a \$25,000 grant from the Wapello County Foundation. All ayes.

Meyers moved, seconded by Berg that Res. No. 78-2020, authorizing the City to reserve \$100,000 to cover costs associated with BVC due to lost revenue related to COVID-19, be passed and adopted. Exec. Dir. BVC, Hallgren, reported they were able to apply for a Grant from the Federal Cares Act to help pay payroll and utilities. Received a deposit of \$135,720 last wk that will cover payroll and utilities through the first week in June. Staff that is still able to work have helped prepare and distribute over 26,000 meals to the students of the Ottumwa School Dist. which is in support of our partnership with the YMCA and will be reimbursed from the YMCA.

Councilman Roe asked if we have depleted the funds now and are not allowed to open back up until July, what do we do then? What percentage/portion of this loss is VenuWorks taking on as a risk? I realize that BVC is a fantastic part of quality of life activities; but remind everyone that we just passed a budget that requires cutting eight public service officials in addition to several CIP; my level of concern is where we are spending our money during a very critical time. The language in this resolution is too ambiguous – reserve/set aside does not mean the same thing as pay current bills.

Councilperson Berg stated she was on the conf call (BVC brd.) when this was discussed and would like to know where the budget is currently sitting; where it is running behind and projections to show where this would be if events were still being held right now. Requests to have further discussion on this before it goes to vote.

Councilman Meyers stated what concerns him is the City and BVC are partners in this venture and we could see businesses disappear from COVID-19 pandemic; if we don't support our partner, we could lose them completely.



Councilman Roe stated his issue is making a vote on any estimates or suppositions; he wants to vote based on facts and numbers.

Vote taken: Ayes: Meyers, Berg. Nays: Roe, Dalbey. Motion failed.

Roe moved, seconded by Dalbey to table Res. No. 78-2020, authorizing the City to reserve \$100,000 to cover costs assoc. with BVC due to lost revenue related to COVID-19, and to hold a special work session to discuss this before it is voted upon again. Ayes: Roe, Berg, Dalbey. Nays: Meyers. Motion carried.

Res. No. 48-2020 was not an item that required a vote after passing Res. No. 69-2020, recommendation to transfer operation of fixed route transit system (Ottumwa Transit) to 10-15 Transit with an effective date on or before July 1, 2020.

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

Adjournment was at 7:51 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

\_\_\_\_\_  
Tom X. Lazio, Mayor

\_\_\_\_\_  
Christina Reinhard, City Clerk

CITY OF OTTUMWA

2020 APR 30 PM 4:24  
STAFF SUMMARY

Council Meeting of: May 5, 2020

ITEM NO. \_\_\_\_\_

\_\_\_\_\_  
Joni Keith

Prepared By

\_\_\_\_\_  
Philip Rath

Department Head

\_\_\_\_\_  
Police

Department

AGENDA TITLE: Approve the appointment of Chad Farrington to the position of Police Chief for the Ottumwa Police Department effective June 10, 2020.

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PURPOSE: Approve the appointment of Chad Farrington to the position of Police Chief for Ottumwa effective to June 10, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Tom McAndrew, who has been the Ottumwa Police Chief since May 21, 2013, is retiring effective June 9, 2020. City Administrator Philip Rath, after interviewing two qualified candidates with the Mayor and City Council, is recommending Chad Farrington, a 21-year veteran of the Ottumwa Police Department, to fill this position. Since September of 2013, he has been a Lieutenant in charge of the Patrol Division. Chad has also been the Services Division Sergeant and a Patrol Sergeant with the Ottumwa Police Department. Chad holds a Bachelor of Science Degree in Criminal Justice and Political Science from Buena Vista University and an Associate of Science Degree in Criminal Justice and Political Science from Indian Hills Community College. Chad has served on the Emergency Response Team from 1999 through 2016, retiring as the Team Leader. He has also been a criminal investigator and a Field Training Officer as well as instrumental in the department's firearms training program. Chad has instructed the Ottumwa Community School district, surrounding districts and local organizations on Active Shooter protocols. This is an exempt, civil service position. Chad will start at \$93,000. Mutually determined goals will be set. Upon successful completion of those goals at six months, his salary will increase to \$96,000. After a one-year review and a successful completion of mutually determined goals, the salary will increase to \$99,000. Thereafter, Chad would be eligible for any cost of living increases provided by the City Council.

Item No. B.-3.

CITY OF OTTUMWA  
STAFF SUMMARY

2020 APR 15 PM 4:13

Council Meeting of: May 5, 2020

ITEM NO. \_\_\_\_\_

Joni Keith

Prepared By

Planning

Department

Kevin Flanagan

Department Head

Approved by Philip Rath

AGENDA TITLE: Resolution No. 53-2020 setting a public hearing on the Council's intent to approve a Purchase and Development Agreement with Christner Properties, L.L.C. for the purchase of 310 E. Main Street, Ottumwa, Iowa.

\*\*\*\*\*

PURPOSE: Setting May 19, 2020, 5:30 p.m., City Hall, Ottumwa, Iowa, as the time, place and date for a public hearing regarding the intent to sell city-owned property.

RECOMMENDATION: Pass and adopt Resolution No. 53-2020.

DISCUSSION: The City has received an offer from Christner Properties LLC to purchase a small parcel of real estate at 310 E. Main Street legally described on the attached proposed Purchase and Development Agreement for the appraised price of Two Thousand Dollars (\$2,000.00) and other valuable consideration. Said real estate is located adjacent to property that has been purchased by Christner at 304 E. Main Street, in Ottumwa, Iowa. The combination of both lots by Christner Properties will result in one large development lot. The City acquired this adjacent property through tax sale approximately 1 year ago. Originally, this vacant lot was the location of the Ballingall Hotel which was demolished years ago. The City has been dealing with various nuisance issues involving this property ever since. Christner Properties LLC is planning to utilize this lot for a new building and parking for its tenants. Christner's proposal promotes economic development in the West Gate Urban Renewal Area. Christner would pay the appraised price, the appraisal cost, abstract fees, recording fees and all closing costs. The City has no other parties interested in this property at this time. To satisfy competitive bidding requirements as well as Iowa Code Section 403.8, a Resolution was passed to approve the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the West Gate Urban Renewal Area. This property was subject to the City's review of any competing proposals which had previously been solicited. Notice was published in



the Ottumwa Courier soliciting competitive bids. Any competing proposals are to be opened by the City Clerk on May 8, 2020. In the event any bids are received, council will determine whether to accept a new proposal or determine that the proposal submitted by Christner satisfies the offering requirement and declaring the intent of the City to enter into a Purchase and Development Agreement with Christner Properties, L.L.C.



**PUBLIC NOTICE**  
**NOTICE OF INTENT TO SELL CITY-OWNED PROPERTY**  
**TO CHRISTNER PROPERTIES, L.L.C. AND APPROVE A**  
**PURCHASE AND DEVELOPMENT AGREEMENT**  
**WITH CHRISTNER PROPERTIES, L.L.C.**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ottumwa City Council will hold a public hearing to consider approving a Purchase and Development Agreement and selling Real Estate legally described as:

A part of Lot 338 in Block 30 of the Original Plat to the City of Ottumwa, Wapello County, Iowa, described as follows: Commencing at a point 22 ½ feet Southeast of the Northwest corner of said lot, thence Southeasterly parallel with Main Street a distance of 21 feet and 9 inches; thence Southwesterly parallel with Green Street the full length of said lot to the alley in the rear; thence Northwesterly parallel with Main Street a distance of 21 feet and 9 inches; thence Northeasterly parallel with Green Street to the place of beginning, being the Southeast 21 feet and 9 inches of the Northwest 44 ¼ feet of said Lot 338 in Block 30 in said City of Ottumwa, Wapello County, Iowa.

Said real estate located within the West Gate Urban Renewal Area, would be sold to Christner Properties, L.L.C. for the sum and amount of \$2,000.00 and other good and valuable consideration and other terms and conditions contained in a Purchase and Development Agreement, which is on file in the office of the City Clerk for inspection by interested persons. Said documents are hereby made part of this official publication by this reference.

This public hearing will be held by the City Council on May 19, 2020 at 5:30 p.m. in the Council Chambers at City Hall. At said time and place, any person(s) interested is invited to appear to present objections to, or argument for, the proposed sale.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Sections 364.6 and 364.7 of the Code of Iowa.

FOR THE CITY OF OTTUMWA, IOWA  
Christina Reinhard, City Clerk

**RESOLUTION NO. 53-2020**

**A RESOLUTION SETTING A PUBLIC HEARING ON THE COUNCIL'S INTENT TO  
SELL CITY-OWNED PROPERTY TO CHRISTNER PROPERTIES, L.L.C. AND  
APPROVE A PURCHASE AND DEVELOPMENT AGREEMENT WITH  
CHRISTNER PROPERTIES, L.L.C.**

WHEREAS, the Ottumwa City Council proposes to set a public hearing for public comment regarding the proposed sale of City-owned property to Christner Properties, L.L.C., and the approval of a Purchase and Development Agreement with Christner Properties, L.L.C.; and

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

That the 19<sup>th</sup> day of May, 2020 at 5:30 p.m. in the City Council Chambers on the Second Floor of City Hall in the City of Ottumwa, Iowa, be, and the same is hereby fixed as the date, time and place for a public hearing to obtain public input on the proposed sale of city property to Christner Properties, L.L.C. for the purposes of combining a vacant city lot and constructing a new office building with parking at that location; and to approve a Development Agreement with Christner Properties, L.L.C.

PASSED, APPROVED AND ADOPTED this 5th day of May, 2020.

CITY OF OTTUMWA, IOWA

By \_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA**  
**Staff Summary**

2020/05/28 PM 2:06  
OTTUMWA

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution No. 79 - 2020, a Resolution setting May 19, 2020 as the date of a public hearing on the disposition of a City owned vacant lot located at 310 N. Moore Street

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution No. 79 - 2020

DISCUSSION: The City received multiple purchase offers for this lot, therefore sealed bids will be received until 2:00 P.M. on May 12, 2020 for the sale. A bid report and resolution to accept the best bid and approve the sale of the property will be brought to the City Council on May 19, 2020.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION No. 79 - 2020

A RESOLUTION SETTING MAY 19, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF A CITY OWNED VACANT LOT LOCATED AT 310 N. MOORE STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as; The North Part of Lot 11 in Block 1 in R.S. Smith's First Addition to the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at the NW Corner of said Lot; thence South on the West line 25.58 feet thence East on a line which runs midway between the two houses located on said Lot to the alley in the rear of said lot; thence North along the West line of said alley 22.5 feet to the NE corner of said lot; thence West along the North line of said lot to place of beginning, also known as 310 N. Moore Street; and

WHEREAS, the above described property is a vacant lot; and

WHEREAS, the City will accept sealed bids for this lot until 2:00 P.M. on May 12, 2020; and

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

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

That the 19<sup>th</sup> day of May 2020 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 5<sup>th</sup> day of May 2020.

City of Ottumwa, Iowa

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk



**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : May 5, 2020

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution No. 81- 2020, a Resolution setting May 19, 2020 as the date of a public hearing on the disposition of a City owned vacant lot located at 119 N. Ward Street

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution No. 81 - 2020

DISCUSSION: The City received multiple purchase offers for this lot, therefore sealed bids will be received until 2:00 P.M. on May 12, 2020. A bid report and resolution to accept the best bid and sell the lot will be brought to the City Council on May 19, 2020.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION No. 81 - 2020

A RESOLUTION SETTING MAY 19, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF A CITY OWNED VACANT LOT LOCATED AT 119 N. WARD STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 22 in Block 10 in R. S. Smith' s Third Addition to Pickwick, now in the City of Ottumwa, Wapello County, Iowa, also known as 119 N. Ward Street; and

WHEREAS, the above described property is a vacant lot; and

WHEREAS, the City will accept sealed bids for this lot until 2:00 P.M. on May 12, 2020; and

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

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

That the 19<sup>th</sup> day of May 2020 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 5<sup>th</sup> day of May 2020.

City of Ottumwa, Iowa

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk


**CITY OF OTTUMWA**  
**Staff Summary**

2020 APR 30 PM 2:11  
OTTUMWA

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan   
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Bid review and contract award for asbestos removal at 319 W. Fifth Street

\*\*\*\*\*  
 **\*\*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: Accept bid and award the contract for asbestos removal at 319 W. Fifth Street to Dustan Smith for the sum of \$3,700.00.

DISCUSSION: The City accepted bids for this project until 2:00 P.M. April 28, 2020. Three bids for asbestos removal were received. Dustan Smith was the best asbestos removal bidder for the sum of \$3,700.00. Staff recommends awarding him the contract.

<b>319 W. Fifth Street</b>			
<b>Bidder</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total Bid</b>
<b>Dustan Smith</b>	<b>\$3,700.00</b>	<b>No Bid</b>	<b>\$3,700.00</b>
<b>Tim Skinner Trucking</b>	<b>No Bid</b>	<b>\$11,950.00</b>	<b>\$11,950.00</b>
<b>Dan Laursen</b>	<b>\$5,700.00</b>	<b>\$17,000.00</b>	<b>\$22,700.00</b>
<b>Weston McKee</b>	<b>\$13,200.00</b>	<b>\$20,000.00</b>	<b>\$33,200.00</b>





CITY OF

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
319 W. Fifth Street	No Bid	\$3,700	\$3,700. <sup>00</sup>

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

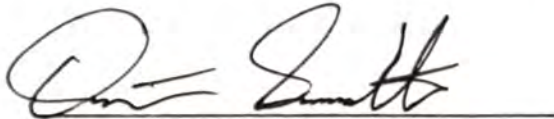
It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

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

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

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

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

  
Signature

Dustin Smith  
Printed Name

2801 Bremer Ave.  
Address

641-226-4483  
Telephone Number

Ottumwa, Ia. 52501  
City, State, Zip

4-28-2020  
Date

dustanr@msn.com  
E-mail Address

Environmental Edge  
2801 Peoner Ave.  
Ottumwa, Ia.  
52501

FILED

2020 APR 28 PM 12:01

CITY OF  
OTTUMWA

City Clerk  
105 East Third St.  
Ottumwa, Iowa  
52501

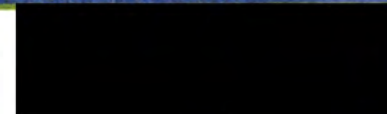
319 W. Fifth St. 2:00 P.M. 4-28-2020

THIS DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS, CHEMICAL REACTANT STAINS, AND A WATERMARK ON BACK



Community 1st Credit Union

MAIN OFFICE:  
235 RICHMOND  
OTTUMWA, IOWA 52501  
866.360.5370



**CASHIER'S CHECK**

04/28/20

\*\*\* THREE HUNDRED SEVENTY DOLLARS AND 00 CENTS \*\*\*

\$370.00

PAY  
TO THE  
ORDER  
OF

**EXACTLY** **370 Dollars 00 Cents**  
three seven zero dollars zero zero cents

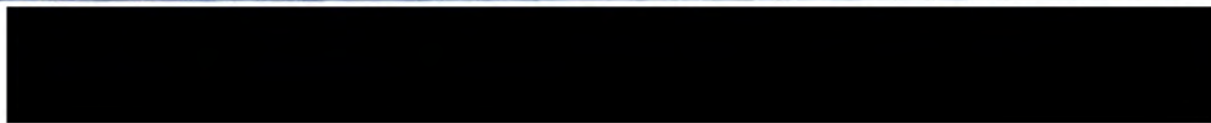
\*CITY OF OTTUMWA\*

VOID AFTER 90 DAYS

*James M Hille*

AUTHORIZED SIGNATURE

BID BOND





**CITY OF OTTUMWA**  
**Staff Summary**

APR 30 PM 2:11  
OTTUMWA

**\*\* ACTION ITEM \*\***

Council Meeting of : May 5, 2020

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Bid review and contract award for the demolition of 319 W. Fifth Street

\*\*\*\*\*

**\*\*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: Accept bid and award the contract for the demolition of 319 W. Fifth Street to Tim Skinner Trucking for the sum of \$11,950.00

DISCUSSION: The City accepted bids for this project until 2:00 P.M. April 28, 2020. Three bids for demolition were received. Tim Skinner Trucking was the best demolition bidder for the sum of \$11,950.00 Staff recommends awarding him the contract.

Source of Funds: 151-3-342-6499

Budgeted Item:  Budget Amendment Needed:

<b>319 W. Fifth Street</b>			
<b>Bidder</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total Bid</b>
<b>Dustan Smith</b>	<b>\$3,700.00</b>	<b>No Bid</b>	<b>\$3,700.00</b>
<b>Tim Skinner Trucking</b>	<b>No Bid</b>	<b>\$11,950.00</b>	<b>\$11,950.00</b>
<b>Dan Laursen</b>	<b>\$5,700.00</b>	<b>\$17,000.00</b>	<b>\$22,700.00</b>
<b>Weston McKee</b>	<b>\$13,200.00</b>	<b>\$20,000.00</b>	<b>\$33,200.00</b>



CITY OF  
OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL  
AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
319 W. Fifth Street	11,950 <sup>00</sup>		11,950 <sup>00</sup>

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature

TIM SKINNER TRUCK  
Printed Name

16585 15<sup>th</sup> St  
Address

641-777-6053  
Telephone Number

STUMWA IA 52801  
City, State, Zip

4-27-20  
Date

\_\_\_\_\_  
E-mail Address



THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND, MICROPRINTING & WATERMARK



**River Community Credit Union**  
644 W. Second Street Phone #(641) 684-6302  
Ottumwa, Iowa 52501



RIVER COMMUNITY CREDIT UNION  
OTTUMWA, IOWA 52501  
72-7577  
2739



PAY TO THE  
ORDER OF

**CITY OF OTTUMWA \*\*\*\*\***

ONE THOUSAND TWO HUNDRED DOLLARS ONLY

⇒⇒⇒⇒ **PAY ONLY \$1,200.00**

**TIM A SKINNER**  
16585- 15TH ST  
OTTUMWA, IA 52501

**CASHIER'S CHECK**

Ref: BID BOND 319 W. 5TH ST.

27 APR 20

\$1,200.00

VOID AFTER 90 DAYS.

AUTHORIZED SIGNATURE



TIM SKINNER TRUCKING  
16585 15th St  
OTTUMWA IA 52501

CITY OF OTTUMWA

105 EAST THIRD ST

OTTUMWA IA 52501

11 DEMO PROJECT 4-28-20 11

319 W Fifth St

2020 APR 27 11:13:18

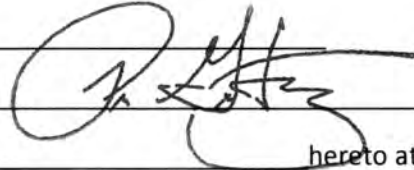
# PROOF OF PUBLICATION

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

319 W. 5<sup>TH</sup>

CITY OF OTTUMWA – JODY GATES



here to attached was

published in said newspaper for 1 consecutive week's to 4/10/20 Subscribed and sworn to before me, and in my presence, by the said 10TH day of APRIL, 2020



Notary Public

In and for Wapello County

Printer's fee \$16.93

## COPY OF ADVERTISEMENT

NOTICE OF LETTING The City of Ottumwa, IA will accept sealed bids until 2:00 P. M. on April 28, 2020 for the asbestos removal and demolition of the following structures located within the City of Ottumwa, IA: Location Address: 319 W. Fifth Street NOTE: All removal and disposal of asbestos containing materials must comply with all existing Iowa Department of Natural Resources and U. S. Environmental Protection Agency guidelines and regulations. Proposals must be addressed to: City Clerk, 105 East Third Street, Ottumwa, Iowa 52501 and plainly marked: Location: 319 W. Fifth Street – Bid Due: 4-28-2020. The request for proposal and contract conditions may be obtained from the Health & Inspections Department, Room 204, City Hall, 105 East Third Street, Ottumwa, IA 52501 or at [www.cityofottumwa.com](http://www.cityofottumwa.com). Bid security deposit required. (See bid form). A 100% performance bond or irrevocable letter of credit stating the total cost of the project bid is required from the successful bidder on all removal projects. For additional information concerning this project, contact Jody Gates, at 641-683-0615.

Demo/ Abatement  
319 W. 5th St.

CITY OF OTTUMWA

2020 APR 30 PM 2:10

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By

\_\_\_\_\_  
Public Works - WPCF  
Department

\_\_\_\_\_  
Larry Seals *Larry Seals*  
Department Head

*Dig Rut*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Approve the proposal for professional services from Veenstra and Kimm to prepare a Nutrient Reduction Report for the Water Pollution Control Facility

\*\*\*\*\*

\*\*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 proposal for professional services from Veenstra and Kimm for the not to exceed fee of \$18,700

DISCUSSION:

In support of the Iowa Nutrient Reduction Strategy we are obligated to prepare and submit a report that evaluates the feasibility and reasonableness of reducing the amounts of nitrogen and phosphorus discharged into surface waters. The report will describe and evaluate operational changes to the existing facilities, and new or additional treatment technologies to reduce the amounts of total nitrogen and total phosphorus discharged. These options will then be evaluated for reasonableness by looking at, among other things, changes to the removal of other pollutants and the impact on user rates. Upon completion of the study, a legal review will be completed by John Hall & Associates, then a preferred option will be chosen and presented to the DNR.

Two proposals were submitted for professional services. Veenstra and Kimm offered the lowest not to exceed price.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: No





# OTTUMWA

CITY OF BRIDGES

CITY OF OTTUMWA

APRIL 27, 2020

## PROPOSAL FOR PROFESSIONAL SERVICES

NUTRIENT REDUCTION  
STRATEGY REPORT

**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000 (WATS)

April 27, 2020

Ron Jacobsen  
WPCF Superintendent  
City of Ottumwa  
Water Pollution Control Facility  
2222 S. Emma Street  
Ottumwa, Iowa 52501

**OTTUMWA, IOWA  
NUTRIENT REDUCTION STRATEGY REPORT  
PROPOSAL FOR PROFESSIONAL SERVICES**

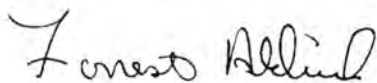
Veenstra & Kimm, Inc. would like to thank the City of Ottumwa for an opportunity to submit our proposal for developing the Nutrient Reduction Strategy Report for the City's Wastewater Pollution Control Facility. Our proposal sets forth the approach to developing a nutrient reduction strategy. The approach recognizes the differing elements of work that must be merged together in the nutrient reduction strategy. The nutrient reduction strategy is a blend of solid engineering and financial planning. At the same time the analysis is only the foundational document for later, more detailed engineering.

Our proposal outlines our project team members and their experience working with wastewater treatment facilities. The proposal sets forth the timeline for development of the nutrient reduction strategy. The schedule was developed to provide assurance to the City. Veenstra & Kimm, Inc. can meet the compliance schedule deadline in the NPDES permit of July 1, 2020. Finally, the proposal sets forth examples of our work on wastewater treatment nutrient reduction. The proposed fee for professional services is set forth in Section 3 of the proposal.

Veenstra & Kimm, Inc. would welcome the opportunity to work with the City of Ottumwa on developing its nutrient reduction strategy and advocating the strategy through the review and approval process with the Iowa Department of Natural Resources.

If you have any questions or need additional information concerning our proposal, please contact the writer at 800-241-8000 or at [faldrich@v-k.net](mailto:faldrich@v-k.net).

VEENSTRA & KIMM, INC.



Forrest Aldrich, P.E.  
Project Advisor

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FIRM PROFILE



# PROJECT APPROACH

*The level of engineering analysis in a nutrient reduction strategy evaluation is often analogized to a preliminary report analysis that is generally in the range of 30% of the effort required for a detailed facility plan.*

This section of the proposal sets forth a narrative overview of Veenstra & Kimm, Inc.'s approach to developing a nutrient reduction strategy report. A nutrient reduction strategy is a blend of technical engineering evaluation and financial planning. These two elements of work are merged together in the nutrient reduction strategy report that describes how the City would comply with the nutrient standards and the timeline and impact of compliance.

The engineering analysis in a nutrient reduction study must be developed to a level that allows for a determination of the type and cost of improvements necessary to achieve compliance with the nutrient standards. On the other hand, the level of engineering in a nutrient reduction strategy does not carry through to the degree necessary for a facility plan or engineering design. Because of the time gap between the nutrient reduction strategy and the actual implementation of the project, the City will likely be required to complete a separate facility plan to provide more specific details on exact improvements.

The financial planning and analysis are developed at a strategic level and not a specific implementation level. The analysis must provide an overview of the financial condition of the utility and the City to allow the City to evaluate what schedule to propose in the nutrient reduction strategy and to articulate why the timeline was selected and the financial impact of the schedule. Like the engineering analysis, the financial analysis is not carried to the level necessary to actually finance a project. The City will need to complete that more detailed financial analysis once the project is ready for implementation. Because the WPCF has been implementing changes to reduce power demands, much data that is needed will be available to evaluate the O&M costs of the facility.

Veenstra & Kimm, Inc. approaches the nutrient reduction strategy understanding the project blends together the two distinct, but critical, elements of engineering analysis and financial planning. Our approach is to complete the analysis to a sufficient degree to allow the City to understand and propose a strategy while at the same time not over investing in analysis that will need to be repeated at a future date.

For a nutrient reduction strategy, the engineering analysis is tailored around the existing treatment process at the WPCF. Only if the City were to consider a "new" treatment process would the nutrient reduction strategy involve a broad sweeping analysis of alternatives.

The City's vertical loop reactor (VLR) activated sludge process is in good physical condition and it is almost certain the nutrient reduction strategy will be implemented utilizing the existing VLR process.

The VLR process is a form of an extended aeration activated sludge process that provides many operational advantages to the City. On the other hand, the process does not lend itself to some of the nutrient reduction strategies that are available with certain other types of activated sludge treatment. For example, the development of in process selector zones can be challenging with the VLR process.



***The engineering analysis is the longest time based component of the project and is the trigger mechanism for determining the schedule and cost implications of the nutrient reduction strategy.***

With the VLR process the nutrient reduction strategy could involve the addition of selector zone tankage in front of the existing treatment process. The existing treatment process is an aerobic treatment process while the nutrient reduction processes are either anoxic or anaerobic. Most of the activated sludge treatment processes that provides nutrient reduction does so with a biological nutrient reactor design that blends together the anaerobic and anoxic selector zones with the aerobic treatment process, creating an AO or AAO process.

For the City of Boone, Iowa the Evoqua VLR improvements recommended were able to provide new instrumentation and controls with addition of VLR recycle flow. Also, the strategy of adding the one or two components that involve the anaerobic or anoxic selector zones in front of the existing VLR process that will remain relatively unchanged except for integration with the new processes can be considered.

The engineering analysis component of the project will involve the identification of different alternatives to add selector zones internally or prior to the existing processes and to determine the best method of integrating the processes. The engineering analysis looks at other required improvements and develops a layout and cost estimate of the improvements.

The second component of the project is developing the financial analysis and proposed schedule. Theoretically, the City could propose a schedule without a financial analysis. However, the cost of compliance with the nutrient reduction strategy will be large enough it will likely have an impact on the finances of the Sewer Enterprise Fund and on user charge rates. As a result, almost no city required to comply with the nutrient reduction strategy does so without a financial analysis to allow for a projection of the financial cost to users of the strategy.

The basic financial analysis of the sewer enterprise fund will be undertaken concurrently with the engineering analysis. This component of the study will draw heavily on information available from the City including the City's ongoing work regarding power reduction at the WPCF and other integrated planning. The goal of the financial analysis is to have the basic financial framework fully developed by the time the engineering analysis develops its initial cost estimates.

Once the engineering analysis develops its cost estimates the second component of the financial analysis is started. That analysis evaluates the financial impact and develops a proposed schedule for the nutrient reduction strategy. Generally the Iowa Department of Natural Resources is looking for a 7 to 10 year compliance schedule.

The Iowa Department of Natural Resources is willing to approve longer compliance schedules if there is a solid basis for that longer schedule. The Iowa Department of Natural Resources has recognized financial impact as a basis for a longer compliance schedule. The Iowa Department of Natural Resources has occasionally recognized technical constraints as the basis for a longer compliance schedule. For example, for the Des Moines Metropolitan Wastewater Reclamation Authority, the IDNR approved a 20 year compliance

schedule based on an overall integrated capital improvement program. That program was so extensive that other improvements necessary for the nutrient reduction components of the project took the first 18 years of the compliance schedule. The compliance schedule did not have a time gap but allowed for a technical extension.

For most cities there is not a technical basis for a longer compliance schedule. The longer compliance schedule is based on the financial impact including user charge rates and existing debt levels. Once the engineering analysis and financial baseline are established the key element of the strategy is to develop and flesh out the proposed implementation schedule and the justification for that schedule. While this component of the nutrient reduction strategy may be the smallest of the three major elements it is the element that brings together the studies and is the most important from an implementation perspective. It is this part of the study that commits the City to a proposed timeline for the nutrient reduction improvements.

This component of the study blends together the engineering and financial baseline planning and is the foundation for the nutrient reduction strategy report that is first prepared in draft form for review and comment with the City and eventual transmittal to the City.

***The City of Ottumwa's existing operating permit includes a timeline for the nutrient reduction strategy report submittal. That deadline is July 1, 2020. This schedule is very realistic and is slightly longer than what is required to complete the nutrient reduction strategy report.***

From a project approach perspective Mark Seip will lead the technical and engineering aspects of the analysis utilizing his experience in nutrient reduction strategies and wastewater treatment. Also, as part of the technical team will be Todd Penisten who recently finished a similar analysis for the Carroll, Iowa VLR system. Project advisor Forrest Aldrich will work with the City to develop and flesh out the financial baseline report and will continue working with the City to develop the proposed timeline and nutrient reduction strategy report. This report will be prepared by Forrest Aldrich and will blend together all of the various elements of the strategy development. After the report is submitted to the IDNR by July 1, 2020. Veenstra & Kimm, Inc. will respond to questions from the IDNR and serve as the advocate of the City to ensure the IDNR understands the basis for the report and the compliance schedule being proposed.

# PROJECT SCHEDULE

Veenstra & Kimm, Inc. is aware the City of Ottumwa has a compliance schedule deadline of July 1, 2020 for the submittal of the Nutrient Reduction Strategy Report to the Iowa Department of Natural Resources. Veenstra & Kimm, Inc. has developed a task base schedule for the evaluation and development of the Nutrient Reduction Strategy Report. The schedule sets forth the chronology of the tasks including the engineering analysis and the financial and planning analysis that merge in the nutrient reduction strategy.

The schedule is based on submitting the draft report to the City in mid June and providing about 2 weeks for the City to review and discuss the draft report. The goal would be to submit the final report to the City in late June and to submit the nutrient reduction strategy report to the Iowa Department of Natural Resources on or before July 1, 2020.

Task	Duration	Task Completion
1. Data Collection and Analysis	2 Weeks	May 4- May 18, 2020
2. Evaluation of Flows and Loadings	2 Weeks	May 4- May 18, 2020
3. Plant Evaluation	2 Weeks	May 4- May 18, 2020
4. Nutrient Reduction Option Alternatives Identification	2 Weeks	May 18- June 1, 2020
5. Comparison of Alternatives <ul style="list-style-type: none"> <li>• Capital Costs</li> <li>• Operation and Maintenance</li> <li>• Present Worth</li> <li>• Non-Monetary Advantages vs. Disadvantages</li> <li>• Other (sludge production)</li> </ul>	2 Weeks	May 25- June 8, 2020
6. Technical Recommendation	1 Week	June 1- June 8, 2020
7. Financial Baseline Evaluation	3 Weeks	May 18- June 15
8. Implementation Evaluation <ul style="list-style-type: none"> <li>• Impact on User Rate</li> <li>• Schedule</li> </ul>	1 Week	June 8- June 15, 2020
9. Draft Report to City <ul style="list-style-type: none"> <li>• Workshop</li> </ul>	1 Week	June 19, 2020
10. Final Report to City	7-10 Days	June 29, 2020
11. Submittal to IDNR	1-2 Days	July 1, 2020



# FEES

This section sets forth Veenstra & Kimm, Inc.'s proposed fee for completing the nutrient reduction strategy. Veenstra & Kimm, Inc. would propose to undertake the work on an hourly fee basis with a maximum not to exceed fee.

While the overall scope of the nutrient reduction strategy is fairly well identified, the amount of work necessary to complete the study can vary. For example, if fewer alternatives are evaluated the cost for the study is lower. Likewise the amount of financial baseline evaluation can vary depending on the available information and how strong of a case the City wishes to make for an extended

compliance deadline. Based on these factors, Veenstra & Kimm, Inc. believes the hourly fee basis with a not to exceed fee is the most equitable method of providing services.

**Veenstra & Kimm, Inc. would propose the maximum fee for the nutrient reduction study would be \$18,700.** This fee includes professional services as well as indirect and reimbursable expenses. The services would be provided in accordance with our standard hourly fee schedule as set forth below.

**VEENSTRA & KIMM, INC.  
HOURLY RATES BY EMPLOYEE CLASSIFICATION  
(Effective July 2019)**

Management I .....	\$175.00	Drafter VI .....	60.00
Management II .....	172.00	Drafter VII .....	47.00
Process Engineer .....	196.00	Clerical I .....	91.00
Engineer I-A .....	176.00	Clerical II .....	63.00
Engineer I-B .....	165.00	Clerical III .....	55.00
Engineer I-C .....	157.00	Clerical IV .....	48.00
Engineer I-D .....	150.00	Clerical V .....	38.00
Engineer II-A .....	143.00	Construction Manager .....	170.00
Engineer II-B .....	132.00	Surveyor I .....	120.00
Engineer III-A .....	125.00	Surveyor II .....	99.00
Engineer III-B .....	120.00	Technician I .....	88.00
Engineer III-C .....	117.00	Technician II .....	81.00
Engineer IV .....	113.00	Technician III .....	74.00
Engineer V .....	105.00	Technician IV .....	72.00
Engineer VI .....	102.00	Technician V .....	65.00
Engineer VII .....	94.00	Technician VI .....	60.00
Engineer VIII .....	90.00	Technician VII .....	51.00
Engineer IX .....	84.00	Technician VIII .....	45.00
Engineer X .....	76.00	Technician IX .....	37.00
Engineer XI .....	69.00	Building Inspector I .....	167.00
Engineer XII .....	63.00	Building Inspector I-A .....	111.00
Design Technician I .....	100.00	Building Inspector II .....	86.00
Architect .....	100.00	Building Inspector III .....	63.00
Planner I .....	111.00	Robotics .....	30.00/Hour
Planner II .....	75.00	GPS .....	30.00/Hour
Planner III .....	69.00	Leica Total Station .....	20.00/Hour
Drafter IA .....	99.00	Total Station Robotics .....	15.00/Hour
Drafter IB .....	92.00	Tablet .....	45.00/Hour
Drafter II .....	86.00	Fluoroscope .....	50.00/Hour
Drafter III .....	81.00	4-Wheeler .....	45.00/Hour
Drafter IV .....	75.00	Mileage .....	.58¢/Mile
Drafter V .....	63.00		



## PROJECT TEAM

Veenstra & Kimm, Inc. has assembled a project team that will focus on the two major elements of the project. These elements are the engineering analysis of the wastewater treatment plant to determine the technical changes and improvements necessary to comply with the nutrient reduction strategy, and the financial and reporting components of the project that lead to the development and advocacy of the schedule in the City's proposed nutrient reduction strategy.

Veenstra & Kimm, Inc.'s project team will include three key team members. Assisting the team will be other members of Veenstra & Kimm, Inc.'s professional staff. The three key members of the project team are:

**FORREST ALDRICH, P.E. - PROJECT ADVISOR**  
**MARK SEIP, P.E. - PROJECT MANAGER**  
**TODD PENISTEN, P.E. - TECHNICAL SUPPORT**



**Forrest Aldrich, P.E.**  
**Project Advisor**

### EDUCATION

Bachelor of Science  
 Engineering  
 Iowa State University

### REGISTRATIONS

Professional Engineer

### WORK EXPERIENCE

32 Years

The first member of Veenstra & Kimm, Inc.'s project team will be Forrest Aldrich who will serve as the project advisor. As project advisor, Aldrich will have three key responsibilities.

The first responsibility is to serve as the primary liaison and overall point of contact between the City and Veenstra & Kimm, Inc. Aldrich will be responsible for coordinating and leading the interaction between the City and Veenstra & Kimm, Inc.'s project team at the various interaction levels including the staff and if appropriate, the elected officials.

Aldrich's second role on the project team will be to oversee the development of the baseline financial plan and the development of the implementation schedule based on the financial impact of the proposed improvements. Aldrich has extensive experience working with Iowa communities on projecting the long-range impact of capital improvements on wastewater utility rates.

Aldrich's third role on the project team will be to develop both the draft and final nutrient reduction strategy report. While the report must set forth the engineering analysis the most important component of the report is the development and justification for the proposed implementation schedule.

Aldrich joined Veenstra & Kimm, Inc. in 1987 and has 32 years of experience in municipal and environmental engineering. Over his career, Aldrich has specialized in working with small to medium size communities in the development of improvement projects for their municipal water and wastewater treatment facilities.

Aldrich brings to the project team a blend of experience in design as well as facility planning and operational evaluation. Aldrich is familiar with the regulatory requirements relating to wastewater treatment and federal effluent limitations. Aldrich's experience ranges from relatively small treatment facilities to large regional treatment facilities.

Over his career, Aldrich has worked extensively with municipalities and utilities on issues of planning, design and construction of utility infrastructure of water and wastewater.

Since joining Veenstra & Kimm, Inc. Aldrich has worked extensively on the evaluation and design of wastewater treatment facilities. Aldrich has focused on the evaluation, design and construction administration of wastewater treatment plant and sanitary sewer collection system improvements. Aldrich has been involved in the design of wastewater treatment improvements in:

- Carroll, Iowa
- Conrad, Iowa
- Coralville, Iowa
- Creston, Iowa
- Elkhart, Iowa
- Elma, Iowa
- Garner, Iowa
- Grinnell, Iowa
- Keokuk, Iowa
- Lamoni, Iowa
- Monona, Iowa
- Monroe, Iowa
- Montezuma, Iowa
- Muscatine, Iowa
- New Hampton, Iowa
- Postville, Iowa
- Prairie City, Iowa
- Roland, Iowa
- Scranton, Iowa
- Solon, Iowa
- Storm Lake, Iowa
- Stuart, Iowa



**Mark Seip, P.E.**  
**Project Manager**

#### EDUCATION

Bachelor of Science  
Civil Engineering  
Iowa State University

Bachelor of Science  
Biology  
Northeast Missouri State University

#### REGISTRATIONS

Professional Engineer

#### WORK EXPERIENCE

39 Years

The second member of the project team is Mark Seip, P.E. Seip's role will be to serve as the project manager. Seip's role on the project team will be to focus on the engineering analysis of the wastewater treatment plant and the development and evaluation of the technical alternatives to meet the nutrient reduction strategy. Seip's analysis will include development of the capital and operational costs of the various elements and working with the City to select the technical alternative to meet the nutrient reduction strategy goals.

Mark Seip has more than 39 years experience in municipal work including flow equalization, pump stations, and plant work featuring wastewater treatment processes and nutrient control. A professional engineer, he is licensed in Iowa and other midwestern states; he is also a licensed wastewater operator. As such, he brings an aptitude and appreciation for the operating and maintenance needs of the facility including staff requirements.

Seip received his Bachelor of Science in Civil Engineering from Iowa State University and his Bachelor of Science in Biology from Northeast Missouri State University. Seip is a registered professional engineer in the state of Iowa and five other states. Seip is active in professional associations including the Water Environment Federation and American Water Works Association. Seip joined Veenstra & Kimm, Inc. in 2012 and has over 39 years of experience evaluating lift stations and wastewater treatment plants, including CSO facilities.

Examples of Seip's experience include:

#### **Wastewater Treatment Plant Comprehensive Plan, West Liberty, Iowa:**

A Comprehensive Plan was developed to evaluate the following:

- Re-rate the capacity of the wastewater treatment plant
- Develop growth scenarios with capacity for the City and industry
- Provide a condition assessment on the plant facilities and determine useful life remaining



The Plan Summary was finished in April 2020 with recommendations for Baseline Improvements needed to correct hydraulic capacity issues including:

- Overflow manhole with flow meter
- Add final Clarifier No. 2
- Add RAS Pump Station
- Upgrade Screw Pump Station
- Site piping improvements
- Electrical upgrades

These changes result in a higher AWW flow and higher peak process flow through the wastewater treatment plant. To develop additional treatment capacity two alternatives were considered:

Alternative A – Microscreen addition with a lift station adds 1200 1400 PPD BOD capacity.

Alternative B – Addition of a third Carrousel process tank adds 2000 PPD BOD capacity.

Future meetings with the City and industry will determine what will be implemented.

**Wastewater Facility Plan, Granger, Iowa:** Project manager responsible for Wastewater Facility Plan and design of sequencing batch reactor (SBR) and UV disinfection. Construction is complete and the new plant started up in January 2016. The Fluidyne SBR will provide nutrient removal capabilities of TN = 10 mg/l and TP = 1.0 mg/l on a consistent basis.

**2-Stage Trickling Filter Plant, Winterset, Iowa:** Project engineer for facility plan to expand 2 stage trickling filter plant with equipment upgrades, UV disinfection, and other improvements. A trickling filter solids contact tank was added to enhance plant performance. This Phase 1 project is complete.

**Nutrient Reduction Strategy Report, Boone, Iowa:** Nutrient Reduction Strategy Report was completed in April 2016. The current VLR system was able to meet nutrient reduction requirements and will update with new Evoqua control strategies.

**Wastewater Facility Plan, Osceola, Iowa:** Project manager responsible for planning and design of new improvements to satisfy pending NPDES requirements for effluent Total Nitrogen (TN) and Total Phosphorus (TP). Data collection is under way with planning to add new activated sludge process to replace the rock trickling filters. The anaerobic digesters will be expanded with cogeneration of electrical power being considered. Dewatering of biosolids is being evaluated as an option also. Bid of the wastewater treatment plant is split into five contracts and is scheduled for July 2020 timeframe.

**Anaerobic Digester, Duluth, Minnesota:** Project Engineer for design and construction of anaerobic digestion by Temperature Phased Anaerobic Digestion process (TPAD) to produce Class A biosolids. Project included dewatering with centrifuges and 180 days biosolids cake storage.

**City of Las Vegas, Filtration Building Reliability Improvements Project, Water Pollution Control Facility, Las Vegas, Nevada.** Design Engineer/Process Lead. Mark prepared plans that would increase the reliability and maintain the Effluent Filtration Facility. The old filter piping was modified to enable the removal of one or more of the valves or filters from service while continuing to provide effluent filtration with the other filters. The grating support above the head tank was also improved. The existing high pressure air system must evolve to make sure that the system has enough capacity to independently provide high pressure air to all new pneumatic operated valves as well as the existing ones with full redundancy. The filter level probe transmitters and high level float switches were raised to prevent the devices from being submerged during infrequent high-water occurrence. The filter effluent venturi meters were modified or replaced to prevent clogging ports and the control wiring with the influent pump VFDs were investigated. All effluent from the WPCF is recycled for irrigation or returned to Lake Meade.

Mark also assessed the condition of the CCB Gate No. 1; and identified methods to seal leaks in the weir wall at the filter influent pumping station and reviewed the operation of the filter influent pumps. Mark also investigated the condition of CCB Gate No. 1, which is in the closed position and is not operable and made recommendations for repair, replacement or abandonment. The 36-inch butterfly valve at the east end of the CCB No. 1 was investigated and repaired. Mark completed the preliminary retrofit design of the polymer system to aid in phosphorus removal and reduction of the current alum dosage.

**Advanced Wastewater Treatment Facility, Ashland, Wisconsin.** Project Manager. Responsible for planning, design, construction, and start-up of a new 20 mgd lift station, conveyance facilities, 8 mg flow retention, and treatment facilities at a new site. Process units included static screens, aerated grit removal, oxidation ditches, final settling tanks with chemical feed, ultraviolet disinfection, and discharge to Lake Superior through a HDPE outfall line 1200 feet into the bay. Sludge treatment was provided by aerobic digester along with liquid storage, belt filter press for dewatering, and 180 days of cake storage.

**Metro St. Louis Sewer District, Lower Meramec River WWTP Phase II and Facility Plan Update, Missouri.** Phase I of the Meramec WWTP was brought on-line in 2007 with an average design flow of 15 MGD. Project Engineer for the Facility Plan update for the Meramec WWTP to address the future Phase II expansion, which will increase the capacity to 28 MGD and the final Phase III expansion, which will increase the capacity to 55 MGD. Mark reviewed existing data and developed flows and loadings for Phases II and III. An evaluation of potential future regulatory impacts was conducted and served as the basis for establishing future effluent quality goals.

These effluent quality goals required conversion of the existing trickling filter plant to a biological nutrient removal (BNR) facility. EnVision mass balance model was used to model each alternative and determine treatment unit sizes for developing a life cycle cost comparison of the alternatives. The most cost-effective solution was determined to be conversion of the trickling filter plant to an activated sludge plant with nitrification, denitrification, and biological



phosphorus removal. Phase II will also include disinfection with UV technology and expanded solids handling facilities. A preliminary hydraulic profile, site plan and detailed opinion of construction costs were developed as part of the Recommended Expansion Plan.

**Comprehensive Plan for Secondary Wastewater Treatment Facility and Sludge Dewatering Facilities, Grand Rapids Public Utilities, Grand Rapids, Minnesota.** Project Manager. Responsible for planning involving upgrade of the existing plants to provide improvements to the aeration system, secondary clarification, return and waste sludge facilities, and sludge dewatering. The aeration improvements include selector technology for nutrient control, fine pore diffused air system, and heat rejection equipment and controls.

BLOWIN modeling of process performance was utilized for process design to predict effluent performance.

**Facilities Planning for Wastewater Treatment Facilities Upgrade, Ely Public Utilities Commission, Ely, Minnesota.** Project Manager. Responsible for planning, design, and construction involving the upgrade of the existing plant to provide peak flow capacity of 7.2 mgd and peak process flow of 3.0 mgd with overflow retention facilities. Also included is a liquid sludge treatment process to produce Class A Biosolids. Other process units include new biological phosphorus removal tankage, new preliminary treatment including screening, grit removal, and flow splitting, effluent filters, ultraviolet disinfection, and a new interceptor with pumping.

Discharge effluent to Shagawa Lake was 0.30 MG/l Total Phosphorus level to protect water quality and the walleye fishing.

**Metropolitan Wastewater Treatment Plant, St. Paul, Minnesota.** Project Engineer in various roles for conversion of 250 mgd plant to biological phosphorus removal. Phase I was 25% conversion to prove process performance with anaerobic and anoxic selector zones added within the existing tankage. Work included construction issues on site, development of interactive on-line operations manual, and training. Separate related work was done on centrifuge installation and performance testing as well as RAS pumping. Phase II completed the conversion of entire WWTP and is achieving an effluent of less than 1.0 Mg/l TP and ammonia-nitrogen less than 1.0 Mg/l.

**River Falls Municipal Utilities, Wastewater Treatment, River Falls, Wisconsin.** Project Manager. Responsible for planning, design and construction involving new biological phosphorus facilities for a 1.8 mgd WWTP including tankage for anoxic and anaerobic zones with platform mechanical mixers. New RAS and WAS pumps with VFD control and flow metering were added along with a rectangular DAFT unit and building. Preliminary treatment additions included a conveyor and screenings wash press/compactor.

Effluent required for Total Phosphorus (TP) discharge into the Fox River watershed was 1.50 MG/l.



**Todd Penisten, P.E.**  
**Technical Support**

#### EDUCATION

Bachelor of Science  
Civil & Environmental Engineering  
Iowa State University

#### REGISTRATIONS

Professional Engineer

#### WORK EXPERIENCE

20 Years

Todd Penisten will serve as Technical Support on the project. Penisten joined Veenstra & Kimm, Inc. in 1999 and has 20 years of experience in municipal and environmental engineering.

Todd has worked with the City of Ottumwa on previous projects including sanitary sewer separation projects and the design and construction of the 24-inch diameter flow meter at the Water Pollution Control facility.

Since joining Veenstra & Kimm, Inc., Penisten has been actively involved in a variety of projects related to wastewater collection, wastewater pumping stations, sanitary sewer rehabilitation, stormwater utilities, wastewater treatment and combined sewer system separation.

Penisten has been actively involved in numerous projects involving wastewater collection and treatment in communities throughout Iowa. Examples of Penisten's experience are as follows:

- Infiltration and Inflow Removal Project – Creston, Iowa
- Wastewater Treatment Plant Nutrient Reduction Strategy – Carroll, Iowa
- Sewer Rehabilitation Program – Harlan, Iowa
- Wastewater Treatment Facility Improvements – Harlan, Iowa
- In-Town Lift Station Improvements – Harlan, Iowa
- Annual Sewer Rehabilitation Program – Knoxville, Iowa
- Design and Construction of New Sanitary Sewer – Shelby County, Iowa
- Sanitary Sewer Collection System – Sheldahl, Iowa
- Annual Sewer Rehabilitation Program – Mitchellville, Iowa
- Storm Sewer Separation and Sanitary Sewer Rehabilitation – Ottumwa, Iowa
- Combined Sewer Separation – Ottumwa, Iowa
- 2010 Flood Protection with Floodwall around Stormwater Treatment Plant and Stormwater Pump Station to pump over the levee into the Des Moines River – Ottumwa, Iowa
- Wastewater Pump Station Improvements – Mingo, Iowa
- Wastewater Treatment Improvements – Mingo, Iowa
- Lift Station and Force Main Improvements – Mingo, Iowa
- Wastewater Treatment Improvements – Knoxville, Iowa
- Wastewater Treatment Facility Improvements – Grinnell, Iowa
- Wastewater Treatment Plant Improvements – Lake View, Iowa
- Wastewater Treatment Plant Improvements – Woodward, Iowa

Penisten is involved in professional associations, including the American Society of Civil Engineers, Iowa Engineering Society, Water Environment Federation and the Iowa Water Environment Association (IAWEA).

# REFERENCE PROJECTS

## Granger, Iowa – Facility Plan

In 2010 Veenstra & Kimm, Inc. was retained by the City of Granger to develop a facility plan. Veenstra & Kimm, Inc. has served as the city engineer for Granger since the mid 1960s. Veenstra & Kimm, Inc. designed the original lagoon system for Granger in 1968 and the conversion of the lagoon system to an aerated lagoon system in the mid-1980s. The Granger aerated lagoon system includes two wetland cells that were constructed as part of the 1980s renovations and upgrades.



At the time the treatment lagoons were constructed in the 1980s the City's population was slightly below 600. The City's population has doubled to over 1,300 and is continuing to slowly grow. The City anticipates the population of the City will grow to about 3,500 by 2035.

The alternatives evaluated for the City of Granger included lagoon alternatives and mechanical treatment plant alternatives. While the City of Granger preferred the lagoon alternatives the land available for lagoon alternatives was not adequate to accommodate a design population of 3,500. After evaluating all alternatives it was determined the most cost effective alternative for Granger was to construct a new Sequencing Batch Reactor (SBR) wastewater treatment plant. The new SBR treatment plant is located immediately north of the existing aerated lagoon cells. The aerated lagoon cells are being modified to serve as a wet weather holding pond.

Nutrient reduction is an additional benefit of the SBR system which can mimic selector technology with the cycles of treatment and meet effluent limits of:

TN = 10.0 mg/l

TP = 1.0 mg/l

The total cost for the new mechanical treatment plant for the City of Granger is approximately \$6,700,000. However, by utilizing the existing lagoon cells the City was able to reduce that cost by approximately \$1,000,000 compared to alternatives of building a new treatment plant without incorporating the lagoon cells for wet weather flow holding.

Veenstra & Kimm, Inc. subsequently worked with the City of Granger on the design and construction of the treatment facility. The new treatment plant was placed in service in early 2016 and has consistently met all NPDES permit requirements.



### Grinnell, Iowa – Wastewater Treatment Facility

The City of Grinnell received a new discharge permit from the Iowa Department of Natural Resources in 2013. The permit contained more stringent limits for ammonia and new limits for chlorides and disinfection. The permit also required an evaluation to be performed for the removal of total nitrogen and total phosphorus.



The City of Grinnell currently operates a single stage trickling filter facility. The facility will not be able to meet the new discharge limits for ammonia, disinfection and nutrients. Accordingly, Veenstra & Kimm, Inc. completed a Facility Plan in 2015 evaluating several treatment technologies, including staying with the current trickling filter system and converting to an activated sludge treatment process, to meet the new required limits. The Facility Plan also analyzed excess flows the current facility receives during wet weather and the general condition of the existing facility.



The Facility Plan recommended the facility upgrade to an activated sludge treatment process to meet the new, more stringent effluent limits. It also recommended increasing the capacity of the existing facility by building new final clarifiers, a new headworks building with screening and grit removal, and a new digester facility. Design of the new Wastewater Treatment Facility was completed and construction is currently underway with startup anticipated in 2020.

### Storm Lake, Iowa - Wastewater Treatment Plant Evaluation

Veenstra & Kimm, Inc. worked with the City of Storm Lake on the evaluation and upgrading of its wastewater treatment plant. The work started with a facility plan report evaluating the wastewater treatment plant. The evaluation of the treatment plant identified a series of deficiencies, and anticipated improvements.



The short term improvements identified for the treatment plant included replacing the hydraulic mixers in the aeration basins. The hydraulic mixers were nearing the end of their useful life and prone to mechanical failures. Also, the underground electrical conduit at the wastewater treatment plant had been saturated with moisture as a result of a poor design in the original treatment plant. This flow resulted in shorting and numerous rewiring efforts.

The short term improvements to the Storm Lake wastewater treatment plant were constructed starting in the fall of 2009 and were completed in the late spring of 2010.

Veenstra & Kimm, Inc. has completed design and construction on longer term improvements to the wastewater treatment plant for the City of Storm Lake. The longer term improvements to the wastewater treatment plant include construction of new final clarifiers, construction of a new grit and screening facility, construction of a new ultraviolet disinfection system, and expansion of the stormwater holding pond used for wet weather flow in excess of the plant capacity.



### Muscatine, Iowa – Water Pollution Control Plant Improvements



In 2005, Veenstra & Kimm, Inc. was retained by the City of Muscatine to evaluate its Water Pollution Control Plant. The City of Muscatine's treatment plant was meeting all current requirements of the Iowa Department of Natural Resources. However, the treatment plant was reaching an average unit age of 35 years. The City was starting to experience structural deterioration and operational issues. The City elected to move forward on its own to evaluate and upgrade the treatment plant.

The evaluation by Veenstra & Kimm, Inc. included recommendations to replace the rectangular primary clarifiers with new circular primary clarifiers and to replace the inefficient rectangular digesters with two new circular digesters. The mechanical aeration system was replaced with a fine bubble diffuser aeration system that will reduce power consumption by approximately 40%. The old chlorination chamber that had been out of service for 30 years was reconstructed and retrofitted with a new ultraviolet disinfection system.

The City of Muscatine elected to move forward with a comprehensive improvement program to the Water Pollution Control Plant. The approximately \$14,000,000 project was completed in 2013.

### Sioux City, Iowa – Wastewater Treatment Improvements Evaluation



The City of Sioux City owns a regional wastewater treatment plant (WWTP) providing treatment for average daily flows of 16 mgd and peak flows to 60 mgd from residential, commercial, and industrial users in Sioux City, as well as surrounding communities in Iowa, South Dakota, and Nebraska.

In 2008, Veenstra & Kimm, Inc. was retained by the City of Sioux City to develop the facility plan for the Phase 2 improvements at the wastewater treatment plant. Veenstra & Kimm, Inc. was retained to develop the facility plan on a fast track basis. The facility plan recommended approximately \$28,000,000 of improvements to the secondary treatment including renovation of the activated sludge process and conversion to the MLE process. The MLE process was selected to reduce nitrogen levels in the effluent. The final clarifiers were renovated and clarifier capacity expanded.

The secondary treatment improvements included modifications to the four existing aeration basins, addition of two new aeration basins, and addition of a new fifth final clarifier. The existing aeration basins were converted from a step-feed arrangement and the new basins constructed in a Modified Ludzak-Ettinger (MLE) configuration, including an anoxic zone with mixing, fine bubble diffusers for aeration and internal recycle pumps to achieve nitrification and denitrification.

The MLE process was selected for the operational benefits and adaptability to future regulatory requirements. The new permit limits are based on ammonia removal and the MLE process achieves discharge quality significantly below the new limits.

Further, the nitrification/denitrification capabilities of the MLE process will

achieve or be readily adaptable to potential future permit requirements for total nitrogen (TKN) and/or phosphorus discharge limits.

The operational benefits of denitrifying were analyzed with the use of BioWin process modeling software and include a return of alkalinity to the system (which is depleted in the nitrification process), oxygen credits, and improved solids settleability.

Construction of the project was completed in 2013.

### Winterset, Iowa – Wastewater Treatment Plant Evaluation

Facility Plan development began in 2012 in anticipation of a new NPDES permit and the water quality changes proposed. A Phase 1 report dealt with current maintenance requirements for aging equipment based upon a Condition Assessment that predicted service life. Disinfection of effluent is a requirement that must be met by 2016. Some additions for future nutrient control were considered and are being evaluated as part of Nutrient Reduction Requirements in the new NPDES Permit issued. Piloting a nutrient removal process is proposed to determine the next phase of improvements, Phase 2. This will include adding fixed film media submerged in the Trickling Filter/Solids Contact Tank being built with partial flow from primary clarifiers as a food source to support nitrification/denitrification.



Design Criteria Developed for Winterset:

Design Year	2032
Population	6,665
Flows, mgd	
ADW	0.65
AWW	1.69
MWW	2.53
PHWW	3.54
Peak Process Flow	2.0

The current facility has headworks with preliminary treatment, primary settling, two stage Bio Towers with plastic media, final clarifiers, flow equalization basins, and aerobic digestion.

Phase 1 improvements proposed:

- Trickling filter distributor arms replaced.
- Trickling filter/solids contact process with tank and return solids added.
- Final Clarifier No. 2 weir wall raised, new mechanism.
- UV disinfection with a non contact system.
- New site lift station.
- Vac truck dump station.
- Miscellaneous electrical upgrades.

The Phase 1 project cost is estimated at \$2.5 million. The City of Winterset will finance the project with a \$600,000 CDBG award and an SRF loan.

Construction was completed with UV startup in the spring of 2016.



# REFERENCES

In this section of the proposal, Veenstra & Kimm, Inc. sets forth references for our work on wastewater treatment facility planning and wastewater treatment facility design. Veenstra & Kimm, Inc. would encourage the City of Ottumwa to contact our references concerning our experience and qualifications in facility planning and other associated work.

**Carroll, Iowa**

RANDY KRAUEL, Public Works Director  
712-792-1000

**Clear Lake, Iowa**

SCOTT FLORY, City Administrator  
641-357-5267  
JOE WEIGEL, Public Works Director  
641-357-6135

**Coralville, Iowa**

DAN HOLDERNESS, City Engineer  
319-248-1720

**Creston, Iowa**

MIKE TAYLOR, City Administrator  
641-782-2000

**Dallas Center, Iowa**

CINDY RIESELMAN, City Clerk  
515-992-3725

**Davenport, Iowa**

BRIAN SCHADT, City Engineer  
563-326-7786

**Des Moines, Iowa**

SCOTT HUTCHENS, Sewer Enterprise Administrator  
515-323-8031

**Garner, Iowa**

ADAM KOFOED, City Administrator  
641-923-2588

**Granger, Iowa**

JARROD STURTZ, Public Works Director  
515-999-2210

**Grinnell, Iowa**

RUSS BEHRENS, City Administrator  
641-236-2600

**Osceola, Iowa**

TY WHEELER, City Administrator  
641-342-2377

**Mitchellville, Iowa**

TAMMI DILLAVOU, City Administrator  
515-967-2935

**Norwalk, Iowa**

WAYNE SCHWARTZ, Public Works Director  
515-981-0228

**Storm Lake, Iowa**

KERI NAVRATIL, City Manager  
712-732-8000

**Stuart, Iowa**

ASHRAF ASHOUR, City Administrator  
515-523-1455

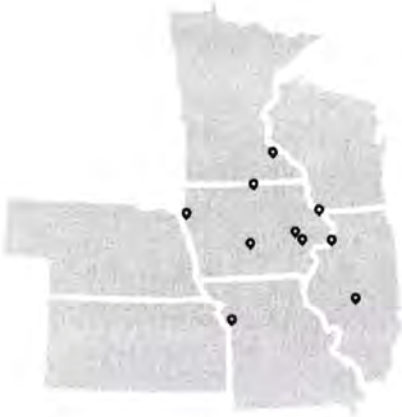
**Urbandale Sanitary Sewer District**

PAUL DREY, Attorney for the District  
515-271-1765

**Waukee, Iowa**

RUDY KOESTER, Director of Public Works  
515-978-7388

# FIRM SUMMARY



**Engineering Solutions  
Since 1961**

**LOCAL OFFICE**

FORREST ALDRICH, P.E.  
3000 WESTOWN PARKWAY  
WEST DES MOINES, IOWA 50265  
515-225-8000 (P)  
515-669-6942 (C)  
FALDRICH@V-K.NET

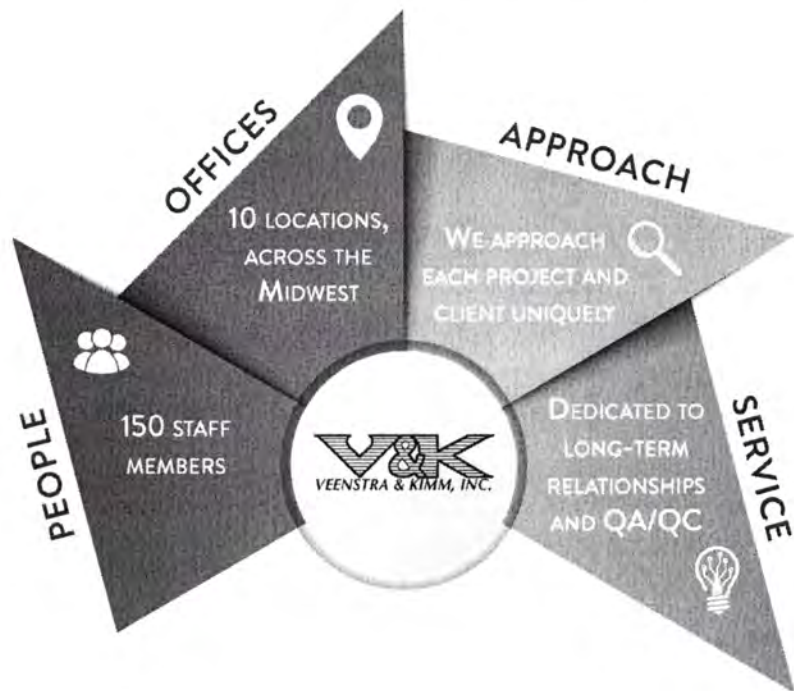
**59** Years in Business  
**500** Repeat Clients

*We strive for high  
quality services on every  
assignment.*

Founded on the principle of providing quality services to municipal clients at a fair and reasonable price, Veenstra & Kimm, Inc. has grown to a staff level of more than 150 employees in 10 locations, serving in excess of 100 cities and counties across the Midwest.

Our services are centered on the needs of our clients. We assist in project delivery through planning, concepting, budget and finance, preliminary and final design, easement procurement, construction administration and observation and record drawings.

*Our local presence throughout the  
Midwest allows us to better serve the needs  
of the our clients.*



Successfully completing thousands of projects, we believe the size of our firm allows us to serve clients ranging from the largest to the smallest. The quality of our work is best expressed through our clients. We strive for high quality services on every assignment. Timeliness and efficiency are the driving forces for our staff. We believe in and earn repeat business.



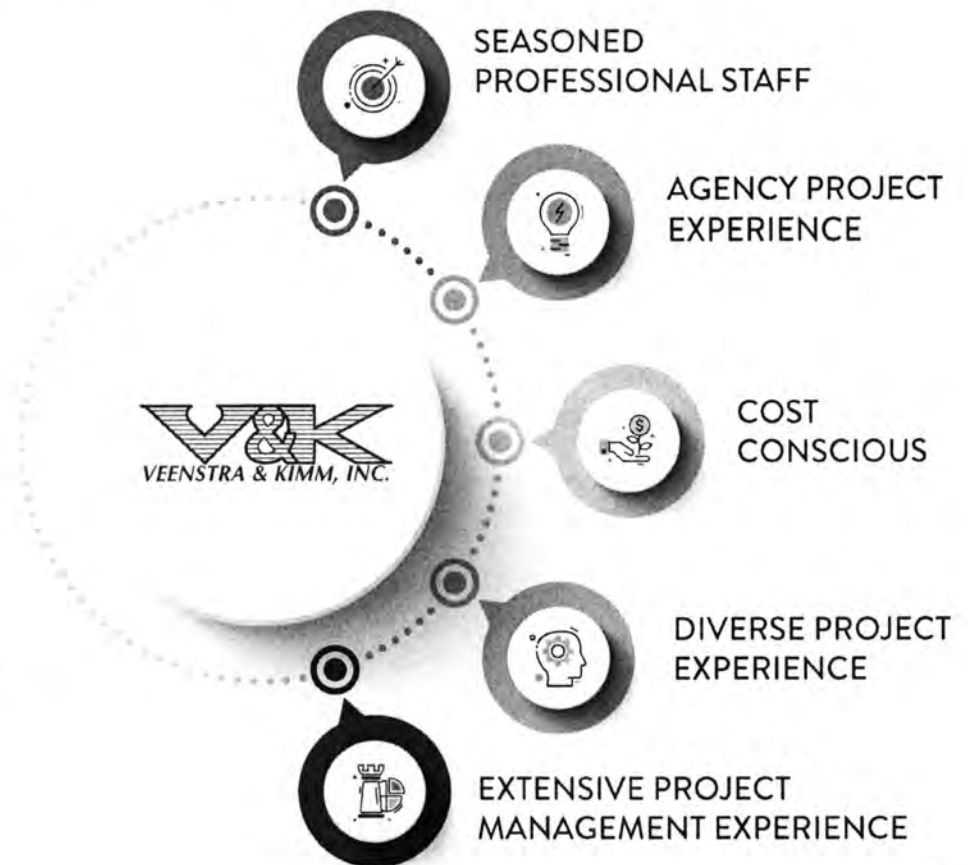
Veenstra & Kimm, Inc.'s main office is located in West Des Moines. Starting in the mid-1990's Veenstra & Kimm, Inc. embarked on a program of opening smaller branch offices throughout our primary work area. The role of the branch offices is to improve the local delivery of services to our client communities.

Veenstra & Kimm, Inc. currently has branch offices located in Sergeant Bluff, Iowa; Cedar Rapids, Iowa; Coralville, Iowa; Dubuque, Iowa; Mason City, Iowa; Rock Island, Illinois; Springfield, Illinois; Liberty, Missouri and Rochester, Minnesota. Veenstra & Kimm, Inc.'s branch offices work as an integrated part of our overall company resources to improve the delivery of services to our client communities. Veenstra & Kimm, Inc. also acquired Calhoun-Burns & Associates, Inc. in West Des Moines, Iowa. Calhoun-Burns & Associates, Inc. provides civil and structural design services.

Veenstra & Kimm, Inc. has over the years remained a leader in the area of wastewater treatment and water treatment. Veenstra & Kimm, Inc. currently has on staff five engineers with a Masters degree in environmental engineering. Veenstra & Kimm, Inc. understands the importance of both the theoretical design and the practical operational issues relating to wastewater treatment.

Veenstra & Kimm, Inc.'s environmental engineering group specializes in the evaluation and design of wastewater treatment plants, elevated and groundwater storage tanks, water distribution systems, water treatment plants and pumping stations. Our environmental engineering group is responsible for all aspects of wastewater projects, water storage, water distribution and water treatment projects including facility planning, design, and general administrative services during construction. The Firm's environmental engineering department undertakes projects related to new water and wastewater treatment plants as well upgrading existing water and wastewater treatment plants.

Veenstra & Kimm, Inc. provides design services using our staff resources. For a wastewater treatment plant evaluation or expansion project, Veenstra & Kimm, Inc. provides the process engineering, civil engineering, electrical engineering, mechanical engineering and structural engineering utilizing our own staff. Our in-house capability provides a better integration of services, and enhances quality and timeliness of performance.





Veenstra & Kimm, Inc. uses an approach in which our most experienced engineers and construction personnel remain actively involved in day to day engineering services. This approach allows us to bring to the project our most experienced personnel in a very cost-effective manner.

We have structured our business to provide efficient and cost-effective services to communities of all sizes. Our approach to engineering fees is that professional services should be delivered at a fair and reasonable cost. Veenstra & Kimm, Inc. is currently working with almost 50 Iowa municipalities, ranging in size from population of approximately 100 to the City of Omaha with its population approaching 400,000. Although Veenstra & Kimm, Inc. has grown over the last 58 years, we have continued to focus on our base premise of providing comprehensive municipal engineering services.

Whether in an ongoing relationship or on a single project basis, Veenstra & Kimm, Inc. strives to maintain an excellent working relationship between our client, our personnel and outside agencies with which we must deal. For many projects, such as a wastewater treatment project, Veenstra & Kimm, Inc. will require coordination with other agencies. For a wastewater treatment project, Veenstra & Kimm, Inc. will work with the Iowa Department of Natural Resources to obtain the necessary construction permit.

Veenstra & Kimm, Inc. is aware of the need to control costs for projects during the design and construction phases of the project. Projects undertaken for smaller communities are often done on a tight budget. It is important for the project scope to be developed and implemented to stay within the existing resources available for the project. This is especially critical when a community relies on outside funding. These funding commitments are often fixed, and any unforeseen costs may need to be absorbed by the client's own limited resources.





**TASK ORDER**

This Task Order pertains to an Agreement by and between the Ottumwa, Iowa (City) Wastewater Treatment Plant, ("OWNER or CITY"), and HDR Engineering, Inc. ("ENGINEER or HDR"), dated January 19, 2016, ("the Agreement"). ENGINEER shall perform project services as provided in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 8.0

PROJECT NAME: Water Pollution Control Facility – Nutrient Reduction Study

PART 1.0 PROJECT DESCRIPTION: With the renewal of Ottumwa’s NPDES permit, the nutrient reduction requirements for the Ottumwa WPCF have been formally incorporated into the permit. In order to meet IDNR’s current nutrient reduction strategy submittal requirements, a nutrient study that evaluates the feasibility and reasonableness of reducing the amounts of nitrogen and phosphorus discharged into surface water is needed with the nutrient study report submitted by July 1, 2020.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER: See Exhibit A.

PART 3.0 OWNERS RESPONSIBILITIES:

Owner will provide the requested information on the WPCF operations, attend and host workshops, and provide timely comments on all deliverables.

PART 4.0 PERIOD OF SERVICE:

The Period of Service is based on HDR’s receipt of the OWNER’s authorization to proceed by November 15, 2019.

Activity	Task Completed By
Task Series 200, 300	May 15, 2020
Task Series 400, 500	June 12, 2020
Task Series 100, 600, 700	July 1, 2020

PART 5.0 ENGINEER’S FEE:

The total not to exceed fee for completion of ENGINEER’s scope of service is \$42,050.00 to be invoiced on an hourly basis plus direct expenses per the 2020 HDR Rate Schedule included in the Master Services Agreement. If a change is required, a modification describing the revised scope, fee, and project deliverables will be prepared and submitted to OWNER for approval.

PART 6.0 OTHER: None

This Task Order is executed this 20th day of April, 2020.

**CITY OF OTTUMWA WASTEWATER TREATMENT FACILITY**

**"OWNER"**

BY: \_\_\_\_\_

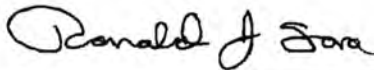
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 2222 South Emma Street  
Ottumwa, Iowa 52501  
\_\_\_\_\_

**HDR ENGINEERING, INC.**

**"ENGINEER"**

BY:  \_\_\_\_\_

NAME: Ronald J. Sova, PE  
\_\_\_\_\_

TITLE: Sr. Vice President  
\_\_\_\_\_

ADDRESS: 1917 S 67th St  
Omaha, Nebraska 68106  
\_\_\_\_\_



## EXHIBIT "A"

### Consultant's Scope of Services

#### **Nutrient Reduction Report City of Ottumwa Water Pollution Control Facility April 20, 2020**

##### Project Background

The State of Iowa's Nutrient Reduction Strategy that includes nutrient reduction goals from point and non-point sources. One of the goals of the Strategy is to reduce the nitrogen and phosphorous discharged by major municipal and industrial wastewater treatment plants with flows greater than 1.0 MGD. These point sources contribute an estimated 8 percent of the total nitrogen (TN) load and 20 percent of the total phosphorus (TP) load on Iowa's streams and lakes.

Major wastewater treatment facilities that treat wastewater using biological treatment are required to evaluate the feasibility for incorporating nutrient removal into the management, operation, and treatment schemes as part of their NPDES discharge permit. According to the State's Nutrient Reduction Strategy, most major municipal wastewater treatment facilities are required to evaluate the potential to economically meet technology-based treatment based on either TN limits of 10 mg/L and TP limits of 1 mg/L or TN removal of 67% and TP removal of 75% on an annual average basis. After the evaluation and submittal of a report documenting the evaluation, Iowa Department of Natural Resources (IDNR) and the permit holder negotiate a compliance schedule of needed optimizations and improvements to achieve their nutrient reduction goals as determined by their study.

The City of Ottumwa's Water Pollution Control Facility (WPCF) treats wastewater from domestic as well as several industrial sources. The WPCF has gone through several upgrades over the years to increase the organic and hydraulic capacities of the facility to accommodate current loading conditions and future growth and meet effluent water quality standards. These improvements include extended aeration activated sludge, anaerobic digestion, final clarification, and disinfection. Nutrient removal requirements by the IDNR require the City to consider source reduction, operational adjustments to optimize, chemical addition, and larger scale treatment and infrastructure changes to minimize nutrient discharge. HDR will evaluate the cost-effectiveness of several nutrient reduction strategies to achieve nutrient removal based 66% TN removal and 75% TP removal as follows:

- Source Reduction. Evaluate reduction options from up to three industrial nutrient contributors, if applicable.
- Optimization of Existing Facilities. Evaluate reduction potential based on process adjustments including:
  - Adjusting Aeration,
  - Online Instrumentation and Controls,
  - Solids Waste Rates.
- Chemical Addition. Based on alum addition to primary clarifiers, secondary clarifiers, and/or recycle streams.
- Nutrient Removal Treatment Process Alternative Evaluation:
  - Baseline Alternative: Existing Process (Reference point for nutrient removal and life cycle costs)

- Alternative 1: Three-Stage BNR Process based on anaerobic zone and anoxic zone addition and with Sidestream Treatment,

With the renewal of Ottumwa's NPDES permit, the nutrient reduction requirements for Ottumwa have been formally incorporated into the permit. In order to meet IDNR's current nutrient reduction strategy submittal requirements, a nutrient study that evaluates the feasibility and reasonableness of reducing the amounts of nitrogen and phosphorus discharged into surface water is needed with the nutrient study report submitted by July 1, 2020. This scope presents task items needed to provide the City of Ottumwa's nutrient reduction strategy and report.

#### **Task Series 100**

#### **Project Management**

**Objective:**

Plan, organize, and monitor project team activities.

**HDR Activities:**

- Coordinate with Owner, and manage and allocate project resources based on activities and schedule. Monitor schedule and budget.
- Coordinate quality control reviews for each Project deliverable.

**HDR Deliverables:**

- Project guide (for internal use) and monthly invoices.

**Owner Activities:**

- Provide timely review and comment on HDR deliverables and payment for services provided.

**Key Assumptions:**

- Project Management activities are budgeted based upon Key Assumptions for the individual task series.

#### **Task Series 200 – Project Initiation, Kick-off Meeting, and Data Collection**

**Objective:**

Establish updated basis of understanding of plant design and liquid stream characteristics.

**HDR Activities:**

- Conduct kickoff meeting at the WPCF to:
  - Review and establish Project goals.
  - Identify concerns and potential obstacles.
- Review and refine basis of evaluation and Schedule as required.
- Obtain updated background information as needed.
- Discuss existing performance strategies optimization options for nutrient removal
- Discuss recent performance of the primary and secondary treatment systems.
- Obtain three years of plant operating data
- Layout a plan for additional sampling and testing requirements (as needed).

**HDR Deliverables:**

- Develop an agenda and record notes of the kickoff meeting.

**Owner Activities:**

- Provide relevant background information or updates including

- original design drawings and specifications.
- Participate in kickoff meeting and provide timely review and comment on deliverables.

### **Task Series 300 – Review Existing Plant Performance and Capacity**

**Objective:** Characterize current plant performance and identify alternatives

- HDR Activities:**
- Review and summarize existing plant capacity and operational performance based on manufacturers design information and IDNR design schedules.
  - Review existing plant influent and effluent flows and loads.
  - Check and update as needed maximum month and peak day peaking factors for the influent flows and loads.
  - Update nutrient (TN and TP) and solids mass balance for facility
  - Update BioWin model to evaluate plant performance with existing influent loading.
  - Establish baseline nutrient removal achieved at facility based on 2017, 2018, and 2019 data, and plant model.

**HDR Deliverables:**

- Draft Flows and Loads TM (Existing)

- Owner Activities:**
- City of Ottumwa to verify existing flow and loading data for past three years and help obtain missing information or data in electronic format.
  - As an option, supplemental data collection and testing may be performed by the City of Ottumwa under HDR direction, to supplement existing data in order to further refine the process model.
  - In absence of analytical data, existing cBOD<sub>5</sub> influent data and industrial or seasonal projections will be used for analysis and modelling and evaluation efforts.

**Key Assumptions**

- None

### **Task Series 400 – Review and Update Design Flow, Design Loading, and Capacity Requirements**

**Objective:** Update the existing and anticipated loading for a 20-year planning horizon and consider the impacts on existing treatment capacity.

- HDR Activities:**
- Coordinate design flow and loading projections from the City of Ottumwa.
  - Review flow and loading projections, develop design maximum month and peak day flows from previously developed peaking factors, and resolve any questions with the City of Ottumwa; modify design flows and loads as deemed appropriate and with concurrence by the City of Ottumwa.

- HDR Deliverables:**
- Existing and Design Flows and Loads Summary TM
- Owner Activities:**
- The City of Ottumwa will identify anticipated growth for flows and loads for 20-year planning horizon.
- Key Assumptions**
- None

**Task Series 500 – Evaluate Source Reduction, Optimization, and Treatment Alternatives**

**Objective:** Evaluate optimization alternative to meet future plant capacity requirements and anticipated future nutrient and treatment limits.

- HDR Activities:**
- Identify optimization approach and treatment concepts to meet anticipated future nutrient and treatment limits through the 20-year planning horizon. Concepts assessed in the evaluation include the following:
    - a. Investigating Source Reduction Options – Evaluate application of source controls for up to three large industrial contributors.
    - b. Optimizing existing process by:
      - i. Airflow adjustments to create conditions supportive of nutrient removal,
      - ii. Application of online instrumentation to further optimize reactor environmental conditions for nutrient removal; e.g. ammonia, oxidation reduction potential (ORP), nitrate, and/or pH based controls, and
      - iii. Adjustment of solids wasting rates to support optimization based, nutrient removal scenario.
    - c. Installation and operation of chemical dosing system and corresponding solids handling improvements needed to support chemical solids production.
    - d. Construction of a new biological nutrient removal (BNR) process, solids handling system, and sidestream treatment process.
  - Summarize alternatives and provide general discussion of operation, relative merits of each, advantages and disadvantages and general process flow diagrams.
  - Conduct analysis of the preferred alternatives to determine integration of existing infrastructure with nutrient removal scheme.
  - Develop planning level costs for the alternatives (Capital and O&M).
  - Evaluate the preferred alternative using order of magnitude Capital and O&M costs, timing of improvements, advantages and disadvantages, and estimated cost to benefit ratios.
  - Utilize life cycle cost information to evaluate impact on sewer fees including determining the % median household income (%MHI),



which acts as a threshold for IDNR to determine nutrient removal project feasibility.

- Identify and summarize additional ancillary upgrades required and conceptual level monetary impacts of on biosolids treatment and disposal as part of the overall nutrient evaluation.
- Provide a conceptual description and preliminary sizing for future upgrade of facility to treat nutrient levels beyond the initial anticipated limits of TN (67% Removal) and TP (75% Removal).
- Based on the evaluation, work with the City of Ottumwa to develop a recommendation of a preferred alternative.
- Develop a timeline for implementation for the preferred alternative based on funding availability and capacity needs.
- Conduct workshop to discuss findings and determine additions or modifications to results needed to meet City of Ottumwa's needs.

**HDR Deliverables:**

- Draft Alternatives Analysis for workshop
- Workshop meeting minutes.

**Owner Activities:**

- Review deliverables in a timely manor.

**Key Assumptions:**

- The basis of the conceptual alternative evaluation will identify the most cost effective level of nutrient removal for Ottumwa.
- The workshop will be conducted at the location of the City of Ottumwa's choosing. HDR's project manager and process engineer will attend workshop.

**Task Series 600 – Nutrient Reduction Strategy Report**

**Objective:**

Summarize analysis and recommendations in a nutrient reduction strategy report.

**HDR Activities:**

- Develop draft nutrient reduction strategy report summarizing findings and recommendations from Task Series 100-300.
- Submit draft nutrient reduction strategy report to the City of Ottumwa for Review.
- Based on comments received from the City of Ottumwa, finalize the nutrient reduction strategy report.
- Submit final nutrient reduction strategy report to the City of Ottumwa.

**HDR Deliverables:**

- An electronic PDF file and up to three hard copies of the draft and final reports will be submitted to the City of Ottumwa.

**Owner Activities:**

- Review Draft Nutrient Reduction Strategy and supply comments in a timely manner.

**Key Assumptions:**

- None

## **Task Series 700 – IDNR Coordination and Report Submittal**

- Objective:** Coordinate regulatory review and submittal to IDNR.
- HDR Activities:**
- Conduct one phone meeting and one in person meeting (as needed) with IDNR to establish goals and to finalize the NRS report.
  - Coordinate and submit NRS report to the IDNR.
  - Complete the NRS checklist for submittal to IDNR.
  - Provide detailed cost impact information to IDNR to document recommended nutrient removal approach.
  - Support responses to comments from IDNR.
- HDR Deliverables:**
- Finalized NRS Report to IDNR
- Owner Activities:**
- None
- Key Assumptions:**
- An electronic PDF file and up to three hard copies of the final report and checklist will be submitted to IDNR.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Engineering  
Department

Alicia Bankson  
Prepared By  
*Darryl Leals*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #93-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Street Crack and Seal Program 2020.

\*\*\*\*\*

**\*\*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 #93-2020.

DISCUSSION: This project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa.

The work to be completed is located at:  
HMA {clean and fill}: Quincy Ave. (Albia Rd. to Hwy 34), Chester Ave. (Ferry to Johnson), Osceola (Greenwood Ave. to Chester Ave.), Bluegrass Road (Shaul Ave. to City Limits), Finley Ave / Wildwood Park (Wildwood Dr. to Park), Oakwood Ave. (Wapello St. to Court St.), Castle St. (Oakwood Ave. to Park Ave.), Jefferson St. (E. Golf to Carter Ave.)

PCC {clean and fill random cracks}: Ferry St (Finley to Mary), Sheridan St (Church to Finley), K Ave, E. Maple St. (Jefferson to Court), Weaver Drive (Carter to Cul-de-sac)

Bids will be received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 2, 2020, or at a later date as determined by staff.

2020 ESRP: \$50,000.00

Source of Funds: ESRP                      Budgeted Item: Yes                      Budget Amendment Needed: No

RESOLUTION #93-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2020 STREET CRACK & SEAL PROGRAM

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

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

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May, 2020.

CITY OF OTTUMWA, IOWA

---

Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk



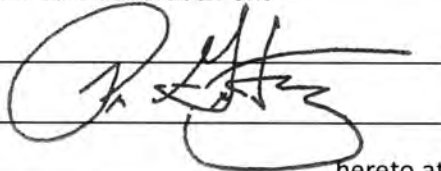
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

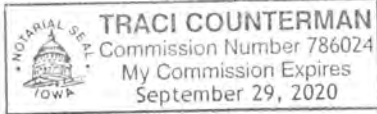
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

HMA, PCC STREET CRACK REPAIR

CITY OF OTTUMWA - ENGINEERING



hereto attached was published in said newspaper for 1 consecutive week's to 4/23/20 Subscribed and sworn to before me, and in my presence, by the said 23RD day of APRIL, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

## COPY OF ADVERTISEMENT

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 "HMA, PCC Street Crack Repair Program 2020 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 5th day of May, 2020, 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 perform the following: HMA, PCC Street Crack Repair Program 2020 - Ottumwa, Iowa. 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: Chris Reinhart, City Clerk

PH Notice - approx P/S  
2020 Street Crack? Sewer

CITY OF OTTUMWA

Staff Summary

2020 APR 30 PM 1:26

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Alicia Bankson

Prepared By

*Larry Seals*

Department Head

Engineering  
Department

*[Signature]*

City Administrator Approval

AGENDA TITLE: Resolution #94-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sanitary Utility Access Program 2020.

\*\*\*\*\*

\*\*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 #94-2020.

DISCUSSION: This project will place sanitary utility access in existing sanitary sewer lines and associated patch work. Manholes will be placed at locations that have either limited access points or problem areas prone to plugging causing increased cleaning maintenance.

Bids will be received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 2, 2020, or at a later date as determined by staff.

Budgeted amount: \$50,000 Sewer Fund

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #94-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2020 SANITARY UTILITY ACCESS PROGRAM

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

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

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

---

Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk



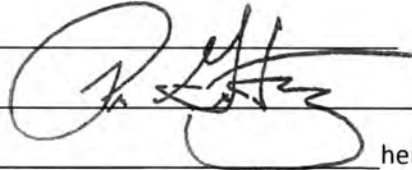
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

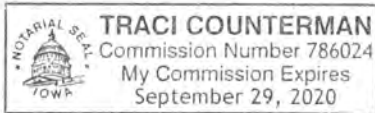
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

PLACE SANITARY SEWER PH

CITY OF OTTUMWA - ENGINEERING



\_\_\_\_\_ hereto attached was published in said newspaper for 1 consecutive week's to 4/23/20 Subscribed and sworn to before me, and in my presence, by the said 23RD day of APRIL, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

## COPY OF ADVERTISEMENT

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 "Sanitary Utility Access Program 2020 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 5th day of May 2020, 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: Place sanitary sewer utility access over existing sanitary sewer lines, restoring sub base and full depth patch. 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: Chris Reinhard, City Clerk

PH Notice - Approve Pls  
2020 Sanitary Utility Access



# Item No. G.-3.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

2020 APR 30 PM 2:12  
CITY OF OTTUMWA

Council Meeting of: May 5, 2020

Alicia Bankson

Prepared By

*Larry Seal*  
Department Head

Engineering  
Department

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #95-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sidewalk Drop Program 2020.

\*\*\*\*\*

**\*\*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 #95-2020.

DISCUSSION: This is the 9th contract and consists of the installation of sidewalk drops and detectable warnings at various locations throughout the City of Ottumwa. The completion of these sidewalk drops and detectable warnings will be a step towards compliance with the ADA Transition Plan. The Transition Plan was approved by Council on August 7, 2012. The City owned and maintained intersections are one portion of the ADA requirements. The overall project was estimated at \$1,280,000.00, and is budgeted for \$120,000 each year until complete.

Bids will be received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 2, 2020, or at a later date as determined by staff.

2012— Contract 1 - \$ 40, 898.99	McClure& Company Concrete (final cost)
2013— Contract 2 - \$ 116, 822.29	DeLong Construction (final cost)
2014— Contract 3 - \$ 48,355. 29	DC Construction (final cost)
2015— Contract 4 - \$ 119,179.20	DC Construction (final cost)
2016— Contract 5 - \$ 96,842. 22	M4i Concrete of Sigourney, Iowa (final cost)
2017— Contract 6 - \$ 100,808.78	DC Concrete & Construction (final cost)
2018— Contract 7 - \$ 108,837.28	TK Concrete – (final cost)
2019 – Contract 8 - \$ <u>131,675.00</u>	DC Concrete & Construction – bid amount, project not complete
Total Cost to Date: \$ 763,419.05	

2020 – CIP: \$120,000.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #95-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2019 SIDEWALK DROP PROGRAM

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

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

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

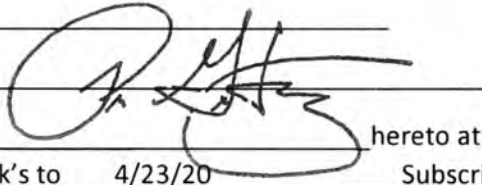
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

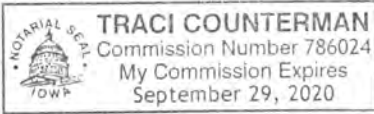
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

INSTALL SIDEWALK DROP

CITY OF OTTUMWA - ENGINEERING



hereto attached was published in said newspaper for 1 consecutive week's to 4/23/20 Subscribed and sworn to before me, and in my presence, by the said 23RD day of APRIL, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

## COPY OF ADVERTISEMENT

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 "Sidewalk Drop And Detectable Warning Installation Program - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 5th day of May 2020, 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: Install sidewalk drops and detectable warnings at various locations in the City of Ottumwa. 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

PH Notice - Approve Pls  
2020 Sidewalk Drop.



CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Alicia Bankson

Prepared By

Darryl Seals  
Department Head

Engineering  
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #96-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Asphalt Street Repair Program 2020.

\*\*\*\*\*

**\*\*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 #96-2020.

DISCUSSION: This project is for our annual asphalt street repair program, which started in 2003, and is used to set unit price cost. The work will consist of overlays on various streets in the city. Staff has reviewed the sewer conditions and ADA requirements for each of the streets listed below.

Ottumwa Water Works plan on installing new water main on Silverwood Lane prior to overlay.

Bids will be received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 2, 2020, or at a later date as determined by staff.

Streets scheduled for overlays:

- Silverwood Lane from Johnson to McKinley
- Silverwood Drive off of Silverwood Lane
- Silverwood Drive Cul-de-sac off of McKinley
- Asphalt sections of Richmond Ave. from Church Street to Ferry Street
- The gutter of Ferry Street from Richmond to Chester

Funding Source: \$926,978.00	FY 2012/2013	\$950,000.00	FY 2013/2014
\$480,000.00	FY 2014/2015	\$700,000.00	FY 2015/2016
\$1,000,000.00	FY 2016/2017	\$800,000.00	FY 2017/2018
\$1,250,000.00	FY 2018/2019	(Includes \$460,000.E. Main St Reconstruction).	
\$350,000.00	FY 2019/2020	\$450,000.00	<u>FY2020/2021</u>

Source of Funds: Road Use                      Budgeted Item: Yes                      Budget Amendment Needed: No



RESOLUTION #96-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2020 ASPHALT STREET REPAIR PROGRAM

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

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

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

---

Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk

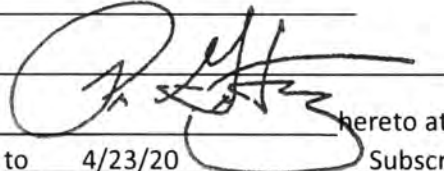
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY


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

PH ASPHALT STREET REPAIR

CITY OF OTTUMWA - ENGINEERING



hereto attached was published in said newspaper for 1 consecutive week's to 4/23/20 Subscribed and sworn to before me, and in my presence, by the said 23RD day of APRIL, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

## COPY OF ADVERTISEMENT

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 Asphalt Street Repair Program, Ottumwa, Iowa" at 5:30 o'clock p.m. on the May 5, 2020, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: ASPHALT STREET REPAIR PROGRAM - 2020 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

PH Notice - Approve P/S  
2020 Asphalt St. Repair

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

2020 APR 30 PM 2:11  
OT

Council Meeting of: May 5, 2020

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Harry Seals*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*Dip B...*  
City Administrator Approval

AGENDA TITLE: Resolution #97-2020 Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Chip and Seal Program 2020.

\*\*\*\*\*

\*\*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 #97-2020.

DISCUSSION: This project is for the application of a Chip & Seal Coat to existing HMA overlay streets in an attempt to extend their life expectancy. This process includes sealing and patching the existing pavement surface, applying a asphalt emulsion coat, and then topping with a pea gravel wearing course surface. In the late 90's, the product was applied to several streets throughout the City with great result. Examples include North Court, Church St, Chester Ave, Ward Street, and Willard Street.

We have selected an area in which the average HMA surface is 15 years old. By applying the seal coat, we should extend the useful life another 15 years. The streets that we have selected are as follows:

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| Quincy Ave: Harvey to Ingersoll | Ferry St: Harvey to Montagne Lane |
| Ingersoll: Quincy to Webster    | Prosser St: Ferry to Lillian      |
| Webster: PCC to Prosser         | Lillian St: Prosser to Harvey     |
| Harvey: Webster to Milner       | Ransom St: Loomis to Dead End     |

This project is estimated to include 14,820 SY of Chip & Seal at the estimated cost of \$76,331.00

Bids will be received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 6, 2020, or at a later date as determined by staff.

Funding Source: \$1,055,383.60 FY 2020/202

Source of Funds: Road Use ESRP      Budgeted Item: Yes      Budget Amendment Needed: No

RESOLUTION #97-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2020 CHIP AND SEAL PROGRAM

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

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

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

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Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk



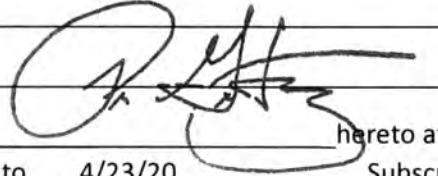
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

PH CHIP SEAL PROGRAM 2020

CITY OF OTTUMWA - ENGINEERING



\_\_\_\_\_ hereto attached was published in said newspaper for 1 consecutive week's to 4/23/20 Subscribed and sworn to before me, and in my presence, by the said 23RD day of APRIL, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

## COPY OF ADVERTISEMENT

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 Chip Seal Program - 2020, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 5th day of May, 2020, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: CHIP SEAL PROGRAM - 2020 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

PH Notice approve P/S 2020 Chip Seal Program

**CITY OF OTTUMWA**  
**Staff Summary**

2020-5-30 PM 2:12  
CITY OF OTTUMWA

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 78-2020 - Reserve \$100,000 to cover costs associated with Bridge View Center due to lost revenue related to COVID-19.

\*\*\*\*\*

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

RECOMMENDATION: Defeat Resolution 78-2020.

DISCUSSION: Issue: Due to the current pandemic the revenue generating operations have been shut down at several city owned facilities including BVC.

Background: BVC is a city owned facility operated through a contract with VenuWorks. The shut down forced the cancellation of community events which generate revenue through rental agreements, ticket sales, and food and beverage sales. Unfortunately, many overhead costs still exist. VenuWorks applied for and received relief under the Payroll Protection Plan (PPP) which covers the labor related costs. This resolution requests \$100,000 be set aside for BVC to request for the other ongoing operational shortfall. These funds will be tracked for application of future recovery.

Source of Funds: Establish as a receivable related to recovery via future revenue or grants

Budgeted Item:  Budget Amendment Needed: Yes

**RESOLUTION NO. 78-2020**

**RESOLUTION SETTING ASIDE AND RESERVING \$100,000 TO COVER COSTS ASSOCIATED WITH BRIDGE VIEW CENTER DUE TO LOST REVENUE RELATED TO COVID-19**

**WHEREAS**, the City of Ottumwa, Iowa owns the Bridge View Center (BVC) facility; and

**WHEREAS**, the City of Ottumwa, Iowa has entered into contract with VenuWorks to operate the facility on behalf of the city; and

**WHEREAS**, on March 17, 2020 the State of Iowa began a process to shut down certain aspects of the state economy, leading to a prohibition of mass gatherings greater than ten people; and

**WHEREAS**, the order from the State has negatively impacted the revenue necessary to offset the associated facility expenses.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the Finance Department will set aside \$100,000 in a receivable account to cover the costs associated with the Bridge View Center through the end of the fiscal year 2019-2020; and

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to mitigate the ongoing expenses through the end of the fiscal year; and

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that VenuWorks shall submit a written request including associated documentation for advances from the \$100,000 pool to cover costs associated with the Bridge View Center; and

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to work with the City to identify and acquire revenue opportunities to mitigate the deficit and reimburse the advance; and

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

APPROVED, PASSED AND ADOPTED, this 5<sup>th</sup> day of May, 2020.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Tom Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk



CITY OF OTTUMWA

STAFF SUMMARY

2020 APR 23 AM 7:54

Council Meeting of: May 5, 2020

ITEM NO. \_\_\_\_\_

\_\_\_\_\_  
Joni Keith  
Prepared By



\_\_\_\_\_  
Philip Rath  
Department Head



\_\_\_\_\_  
Administration  
Department

AGENDA TITLE: Approve Resolution #86-2020 for the City of Ottumwa to accept a gift of real estate from Josh and Brandy Lunt located at 315 N. Jefferson, Ottumwa, Iowa.

\*\*\*\*\*

PURPOSE: Approve Resolution #86-2020 accepting the gift of real estate located at 315 N. Jefferson, from Josh and Brandy Lunt, and authorize the Mayor to sign documents finalizing the transaction.

RECOMMENDATION: Pass and adopt Resolution #86-2020.

DISCUSSION: The City was in the process of condemning this structure located at 315 N. Jefferson, Ottumwa, Iowa. The owners, Josh and Brandy Lunt, are interested in donating the property to the City. This property has been placarded since July 21, 2016 and the owners have been unable to sell it to someone with the finances to renovate it. There have been a number of nuisance issues associated with this property. The legal description is The Northeast 48 feet of Lot 1 in Half Block 1 in the Original Plat to the City of Ottumwa, Wapello County, Iowa. The owners will bring the real estate taxes current to date of possession. This will allow the City to move quickly to raze the structure and will then own the lot rather than waiting to take the lot at tax sale several years in the future. The Council would need to authorize the Mayor to sign any documents necessary to finalize the acceptance of the gift.

**RESOLUTION # 86-2020**

**RESOLUTION APPROVING THE ACCEPTANCE BY THE  
CITY OF OTTUMWA, IOWA, OF A  
GIFT OF REAL ESTATE LOCATED AT 315 N. JEFFERSON, OTTUMWA  
FROM JOSH AND BRANDY LUNT.**

WHEREAS, the City of Ottumwa, Iowa desires to accept a gift of real estate located at 315 N. Jefferson, Ottumwa, Iowa from Josh and Brandy Lunt and authorize the Mayor to sign any documents accepting the gift on behalf of the City of Ottumwa, Iowa.

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

That Resolution #86-2020 approves the acceptance of the proposed gift of real estate legally described as:

The Northeast 48 feet of Lot 1 in Half Block 1 in the Original Plat to the City of Ottumwa, Wapello County, Iowa.

and locally known as 315 N. Jefferson, Ottumwa, Iowa.

That upon the receipt of the Deed, Mayor Tom X. Lazio is hereby authorized to sign any documents necessary to finalize this transaction on behalf of the City of Ottumwa, Iowa.

PASSED AND ADOPTED this 5th day of May, 2020.

City of Ottumwa, Iowa

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA**  
**Staff Summary**

2020 APR 30 PM 12: 00

OTTUMWA

**\*\* ACTION ITEM \*\***

Council Meeting of : May 5, 2020

Kevin C. Flanagan

Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 90-2020, a resolution of commitment to apply for the West Main Multimodal Corridor Revitalization Project Build Grant

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 90-2020.

DISCUSSION: This resolution empowers staff to proceed with application for the Build Grant. The grant request totals \$14,409,365, with cash matching funds presented within the grant narrative totaling \$3,752,500. Most notably within these matching funds, the City and Legacy Foundation would be matching with commitments of \$1 million in funding each, with Ottumwa Water Works matching at \$602,500, related to water infrastructure installation in conjunction

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

with streetscape projects and other capital improvements. Wapello County Trails, along with other project targeted grant sources, would produce an additional \$1,150,000 in grant funding. All funding sources bring the total riverfront initiative costs to \$18,161,865.

The grant has 10 major public objectives, which will be performed over a scheduled five year period following a potential awarding and which must be completed by 2027. If awarded, grant initiative projects would commence activities in and around the intermodal center of the transportation district (train station/River Drive) in 2022 and projects would be wrapping up with Washinton Street and Main Street streetscaping work in 2025-26. Our construction timeline for projects allows for our consideration in bonding for the City portion of match, as well as our partners' (OWW and ORLF) cash or in-kind matching requirements, to be later considerations over the term of the overall initiative, a favorable positioning on all counts, and for grant funding to therefore be our source of operational liquidity during our first phasing of development efforts.

We have provided information in member packets illustrating our objective locations and costs, as well as cost breakdowns on project categories and fund sourcing. We have also included our scheduling concept, which will also be included within the grant narrative. Brad Grefe and I will be presenting the grant item during our meeting and can hopefully answer any questions members may have at our meeting relating to the grant or the overall initiative.



## RESOLUTION NO. 90-2020

### A RESOLUTION OF COMMITMENT TO APPLY FOR THE WEST MAIN MULTIMODAL CORRIDOR REVITALIZATION PROJECT BUILD GRANT FOR RIVERFRONT ECONOMIC DEVELOPMENT IN THE CITY OF OTTUMWA

WHEREAS, the Ottumwa City Council wishes to perform a multimodal and mixed-use economic development initiative along the community's riverfront downtown; and

WHEREAS, the City recognizes said initiative will have multiple opportunities for public/private partnerships resulting in appreciable economic development projects in this previously underutilized area of the City; and

WHEREAS, the City recognizes that these projects, in conjunction with federal Build Grant funding, will include the use of local economic development incentives in order to significantly leverage private investment; and

WHEREAS, the City recognizes that the public projects included in this grant application will substantially increase future investment opportunities within the riverfront downtown area; and

WHEREAS, the City recognizes that the public and private mixed-use projects within this grant application will together bring an increase in the quality of life of our citizenry, an increase in tourism within our community, and an increase in the safety and services the City offers to visitors and citizens alike; and

WHEREAS, given the scope of community and economic benefit that said grant initiative and private development investment will have for the Ottumwa community, the City will pledge \$1,000,000 in cash matching funds toward this Build Grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Build Grant application for the West Main Corridor Revitalization Project and associated cash match for said grant application are hereby approved. The City Council directs the City Administrator, City Finance Director, and City Attorney to make all necessary arrangements in order to facilitate said grant application and to make all necessary preparations and to take administrative measures required in order to facilitate said cash match in the event said grant application is approved.

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of May, 2020.

CITY OF OTTUMWA, IOWA

By \_\_\_\_\_

Tom X. Lazio, Mayor

ATTEST:

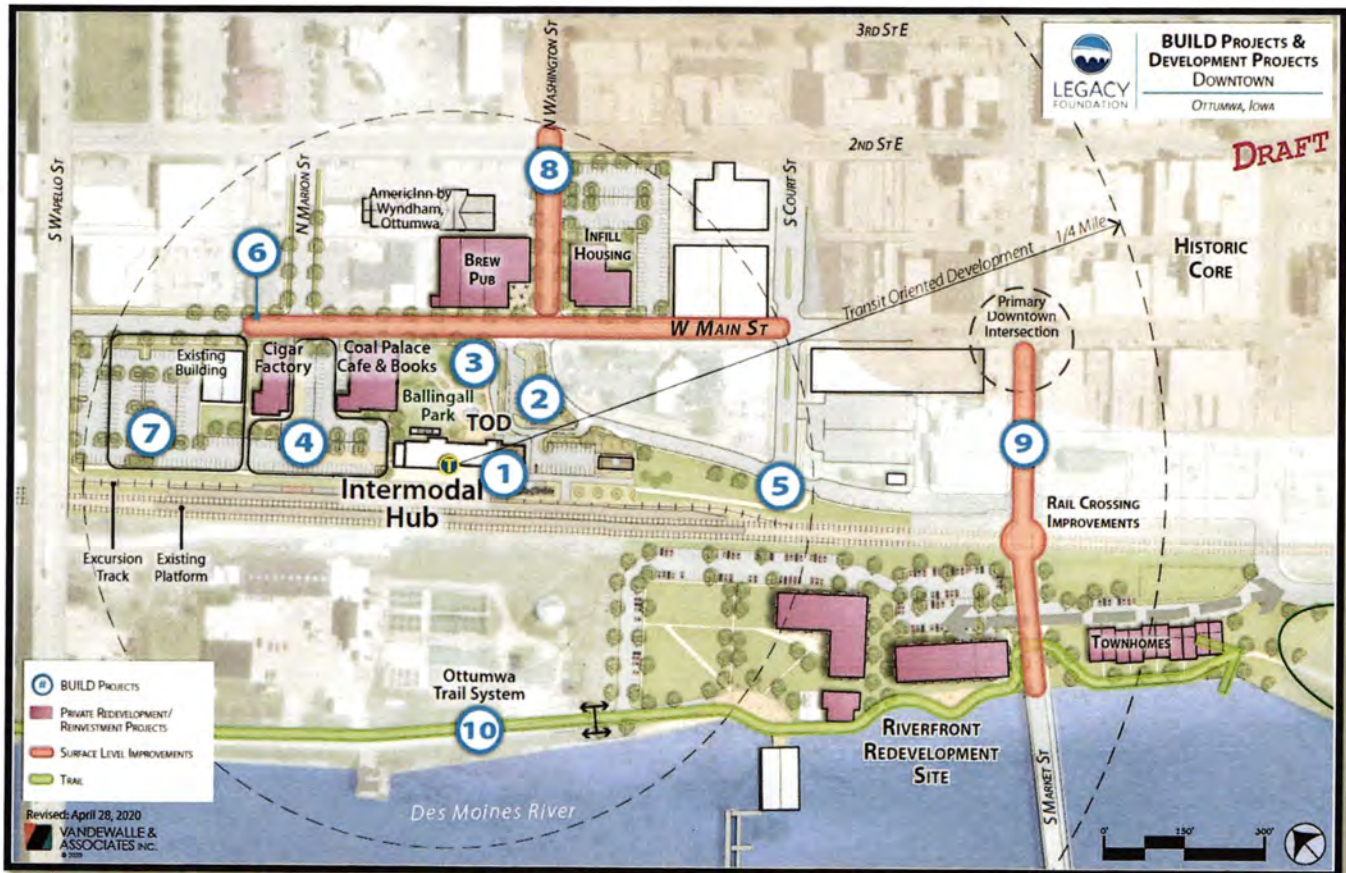
\_\_\_\_\_

Chris Reinhard, City Clerk

# West Main Multimodal Corridor Revitalization Project

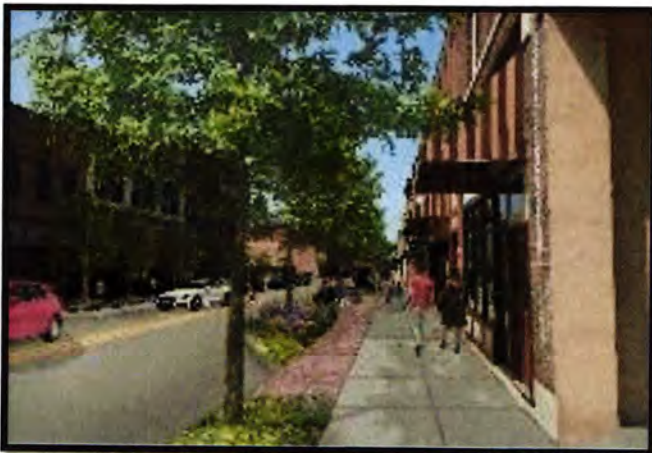
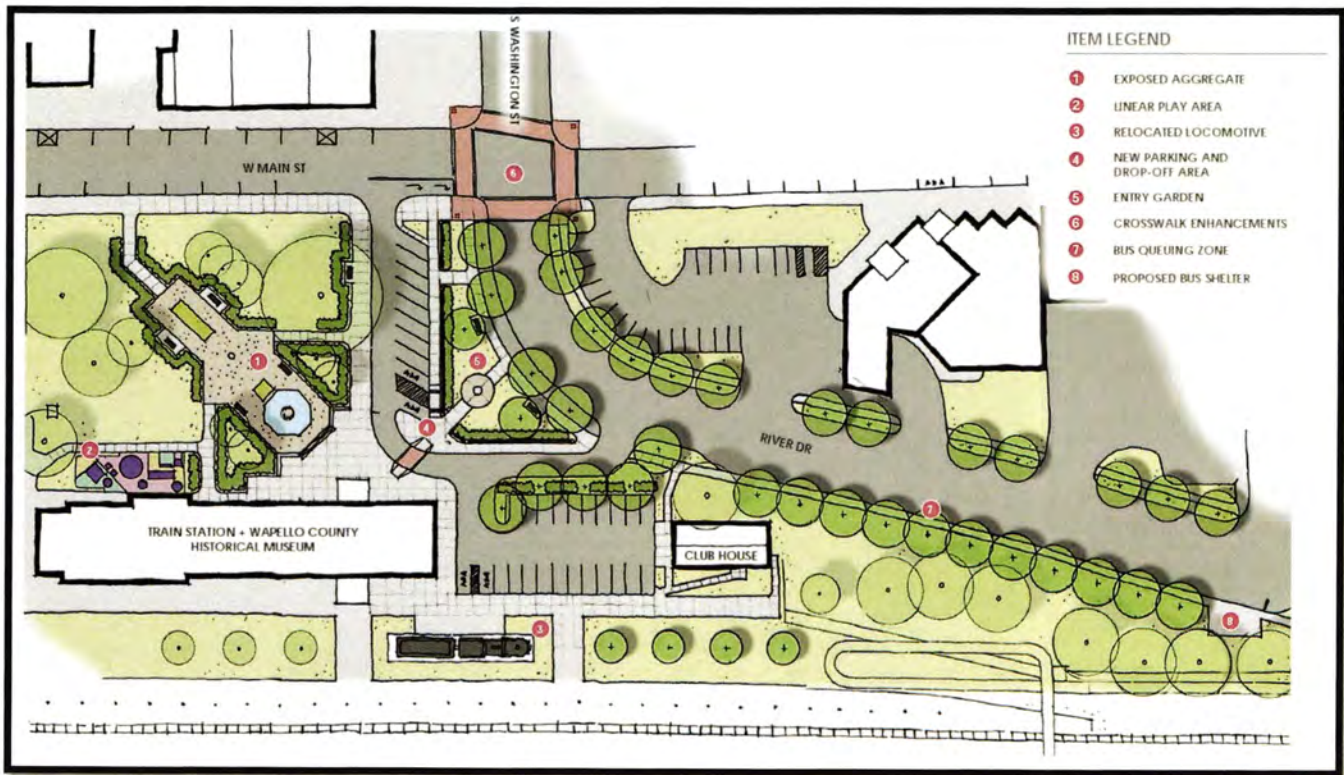
Better Utilizing Investments to Leverage Development (BUILD) Grant Application: May 2020

The FY 2020 BUILD program will give special consideration to projects which emphasize improved access to reliable, safe, and affordable transportation for communities in rural areas, such as projects that improve infrastructure condition, address public health and safety, promote regional connectivity or facilitate economic growth or competitiveness. (Our project does all of this!)



Costs by Activity		
No.	Activity	Cost
1	Intermodal Station Improvements	\$1,415,014
2	Intermodal Site Improvements	\$1,464,606
3	Ballingall Park + Locomotive Display Relocation	\$990,497
4	Marion Street Parking Lot + Utility Improvements	\$1,867,602
5	Bus Transfer Station	\$422,620
6	West Main Street Complete Streets + Utility Improvements	\$2,988,414
7	West Main Street Parking Lot Improvements	\$1,693,098
8	Washington Street Complete Street + Utility Improvements	\$1,588,818
9	Market Street Complete Streets + Utility + Grade Crossing Improvements	\$2,440,984
10	Riverwalk + Levee Trail Connection	\$3,290,213
<b>TOTAL</b>		<b>\$18,161,865</b>





Costs by Category	
Category	Cost
Final Design & Engineering	\$ 1,470,184
Station Area Improvements	\$ 3,077,385
Complete Streets, Trails, & Parking Lots	\$ 9,456,784
Sanitary Sewer Improvements	\$ 692,500
Storm Sewer Improvements	\$ 1,835,500
Water System Improvements	\$ 602,500
Construction Testing/Inspection	\$ 1,027,012
<b>TOTAL PROJECT COST</b>	<b>\$18,161,865</b>

Anticipated Source of Funds	
Category	Cost
BUILD Grant	\$ 14,409,365
City of Ottumwa	\$ 1,000,000
Ottumwa Water Works	\$ 602,500
Legacy Foundation	\$ 1,000,000
Wapello Co. Trails	\$ 150,000
Other Grant Sources	\$ 1,000,000
<b>TOTAL PROJECT COST</b>	<b>\$18,161,865</b>



**CITY OF OTTUMWA**  
**Staff Summary**

FL  
2020 MAY -1 PM 10:49  
07/1

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Planning & Development  
Department

Kevin C. Flanagan  
Prepared By  
Kevin C. Flanagan  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution NO. 91-2020 a Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Highlands Development I, LLC., and providing for publication of notice thereof.

\*\*\*\*\*

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

RECOMMENDATION: Approve and Pass Resolution NO. 91-2020.

DISCUSSION: This resolution will establish a time and date for our public hearing in order to consider a Develop Agreement for re-development of the former Target Building by Developer Chris Williams ( Highlands Development I, LLC). This project will include new VA facilities, as well as 2-3 potential retail vendors.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

Overall project investment is approximately \$8-9 million. The City's TIF rebate incentive is for a 20 year term and set not to exceed \$3.8 million. The estimated TIF rebate actual value is \$2.5 - \$2.7 million over the term of the agreement.

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

May 5, 2020

5:30 P.M.

#### West Gate Economic Development Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Highlands Development I, LLC.

### IMPORTANT INFORMATION

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

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

May 5, 2020

The City Council of the City of Ottumwa in the State of Iowa, met in \_\_\_\_\_ session, by electronic meeting pursuant to Iowa Code Section 21.8, at 5:30 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HIGHLANDS DEVELOPMENT I, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON  
THE PROPOSAL TO ENTER INTO A DEVELOPMENT  
AGREEMENT WITH HIGHLANDS DEVELOPMENT I, LLC,  
AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 39-1989, adopted May 2, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Gate Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the West Gate Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, the Plan has subsequently been amended eight times, lastly by the adoption of Amendment No. 8 to the Plan, adopted by Resolution No. 217-2019, on October 1, 2019; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Highlands Development I, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements consisting of the renovation of an existing facility including building façade upgrades, building interior renovations, new roofing, and parking lot improvements, together with other associated building improvements and related site improvements (as further defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed \$3,800,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into one or more Minimum Assessment Agreements with the County setting the minimum actual value of the Minimum Improvements for tax purposes; and

WHEREAS, the Agreement would also require the Developer to rent, or use reasonable commercial efforts to rent, the Minimum Improvements to a commercial enterprise that would employ employees in Minimum Improvements; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban

renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council hold a public hearing before itself at its meeting which begins at 5:30 P.M. on May 19, 2020, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Highlands Development I, LLC.

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

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

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO ENTER INTO A  
DEVELOPMENT AGREEMENT WITH HIGHLANDS  
DEVELOPMENT I, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing at its meeting on May 19, 2020, which begins at 5:30 P.M., at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Highlands Development I, LLC (the "Developer").

Due to public health concerns related to COVID-19, as authorized by emergency proclamation of the Governor of the State of Iowa, the Council Chambers will NOT be open to the public to attend the public hearing and meeting in person; instead, the public may access the meeting electronically, pursuant to Iowa Code Section 21.8, in the manner specified below:

The public may access the meeting by telephone as follows:

(641) 683-4581

Please check the posted agenda in advance of the May 21, 2020 meeting for any updates to the manner in which the public may access the hearing.

The Agreement would obligate the Developer to construct certain Minimum Improvements consisting of the renovation of an existing facility including building façade upgrades, building interior renovations, new roofing, and parking lot improvements, together with other associated building improvements and related site improvements (as further defined in the Agreement) on certain real property located within the West Gate Economic Development Urban Renewal Area as defined and legally described in the Development Agreement (the "Development Property"), under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would also require the Developer to rent, or use reasonable commercial efforts to rent, the Minimum Improvements to a commercial enterprise that would employ employees in Minimum Improvements.

The Agreement would further obligate the City to make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed \$3,800,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer and the City will enter into one or more Minimum Assessment Agreements with the County setting the minimum actual value of the Minimum Improvements for tax purposes.



At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

All persons wishing to observe or participate in the meeting and/or public hearing may do so by accessing the meeting as directed above, and may also submit comments to the City prior to the meeting. At the above meeting, the Council shall receive oral or written objections, from any resident or property owner of said City, to the Agreement.

Please contact the City Clerk's office at (641) 683-0620 or [reinhardc@ci.ottumwa.ia.us](mailto:reinhardc@ci.ottumwa.ia.us) if you have questions about the electronic format of the meeting or electronic accessibility issues. To receive a copy of the Agreement for inspection, please email the Director of Health, Inspections, Solid Waste, and Planning & Development at [flanagank@ci.ottumwa.ia.us](mailto:flanagank@ci.ottumwa.ia.us) or call (641) 451-4990.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 5<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO ENTER INTO A  
DEVELOPMENT AGREEMENT WITH HIGHLANDS  
DEVELOPMENT I, LLC, AND THE HEARING THEREON

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Please check the posted agenda in advance of the May 19, 2020 meeting for any updates to the manner in which the public may access the hearing.

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Please contact the City Clerk's office at (641) 683-0620 or [reinhardc@ci.ottumwa.ia.us](mailto:reinhardc@ci.ottumwa.ia.us) if you have questions about the electronic format of the meeting or electronic accessibility issues. To receive a copy of the Agreement for inspection, please email the Director of Health, Inspections, Solid Waste, and Planning & Development at [flanagank@ci.ottumwa.ia.us](mailto:flanagank@ci.ottumwa.ia.us) or call (641) 451-4990.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)



CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

2020 APR 30 PM 2:11  
OTTUMWA

Council Meeting of: May 5, 2020

Parks Department  
Department

Alicia Bankson  
Prepared By  
*Gene Rathje*  
Department Head

*Mg Rte*  
City Administrator Approval

AGENDA TITLE: Resolution #98-2020. Approving Change Order No. 1 for Beach Renovations Phase 4 – Shade Structures Installation Project.

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

RECOMMENDATION: Pass and adopt Resolution #98-2020.

DISCUSSION: The City Council approved the contract in the amount of \$99,535.70 to ACCO Unlimited, Inc. of Johnston, Iowa through Resolution #234-2019 on October 15, 2019. This project entails the installation of new designated shade structures around the outdoor pools, complete with new concrete foundations, prefabricated steel framing and woven vinyl mesh fabric at The Beach Ottumwa, located at 101 Church Street. Change Order #1 includes replacement of 10 broken water outlet fixtures embedded in the wave pool concrete floor encountered during the work. Contract completion date of May 15, 2020 remains unchanged.

Change Order #1 increases the contract amount by \$9,362.84 for a new contract sum of \$108,898.54.

Contract Summary is as follows

Base Contract	\$99,535.70
Change Order #1	\$9,362.84
Revised Contract Amount	<u>\$108,898.54</u>

Phase 4 Project Cost Summary to Date:

Public Improvement Contracts:

Wave Generation Equipment	\$ 115,375.00	(complete)
Wave Generation Equipment Installation	\$ 34,609.90	(complete)
Wave Generation Blower and Motor Repair	\$ 8,026.76	(complete)
Slide Repair/Restoration	\$ 66,500.00	(in progress)
Slide Structural Support Repainting	\$ 113,687.75	(in progress)
Volleyball Court Reconstruction	\$ 75,000.00	(estimated)
<b>New Shade Structure Installation</b>	<b>\$ 108,898.54</b>	<b>(in progress)</b>
Total	\$ 522,097.95	

Source of Funds: \$700,000 Bond Proceeds

Budgeted Item: X

Budget Amendment Needed: No

RFP's:

Kitchen Floor Resurfacing	\$	7,960.00	(complete)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
Storm Sewer Improvements (Drainage Improvements)	\$	23,236.80	(in progress)
Aluminum Entrance Door Repair	\$	15,000.00	(estimated)
Recirculating Pump Replacement	\$	8,538.43	(complete)
Wood Fencing Repair	\$	4,560.00	(in progress)
Final Landscaping and Seeding	\$	15,000.00	(estimated)
Dedication Plaque	\$	2,842.50	(in progress)
Portable Storage Building	\$	4,029.92	(complete)
Total	\$	<u>115,821.36</u>	

Total Phase 4 Costs:

Contracts	\$	522,097.95
RFP's	\$	<u>115,821.36</u>
Total	\$	637,959.31

Funding: Phase 4 \$ Available from Bond Proceeds: \$700,000.00



RESOLUTION #98-2020

A RESOLUTION APPROVING CHANGE ORDER #1 FOR THE BEACH PHASE 4, SHADE  
STRUCTURES INSTALLATION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on October 15, 2019 with ACCO Unlimited, Inc. of Johnston, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$9,362.84 for extra work and contract quantity adjustments. The new contract sum is \$108,898.54.

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

---

Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk

**Section 640  
CHANGE ORDER**

Project: Beach Renovations - Phase 4  
Shade Structure Installations 2019

To Contractor: ACCO Unlimited, Inc.

Change Order Number: 1

The Contract is changed as follows:

Replaced 10 floor water fittings

DATE

\$9,362.84
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

Total: \$9,362.84 Shade Structure

Base bid amount \$99,535.70

**NEW PROJECT TOTAL \$108,898.54**

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$99,535.70</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$99,535.70</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$9,362.84</u>
The new Contract Sum including this change order	<u>\$108,898.54</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

4/30/2020  
DATE

ACCO Unlimited, Inc.  
CONTRACTOR  
  
BY

4/16/2020  
DATE  
Operations Manager  
TITLE



March 13, 2020

Mr. Dwight Dohlman  
Ottumwa Beach Outdoor Pool  
101 Church Street  
Ottumwa, IA 52501

Dear Mr. Dohlman,

ACCO is pleased to provide the following quotation for your consideration:

Replacement of 7 floor inlet fittings. \$6,812.84

ACCO will core drill deep enough (4"-6") at each inlet fitting to allow for removal of existing fittings. ACCO will reuse the existing inlet supply pipe. Waterstop will be applied to each inlet pipe and the new inlet fitting will be grouted in place to match the existing floor installation. Each additional fitting would be \$850.00.

All of us at ACCO appreciate the opportunity to be of service.

Sincerely,

ACCO Unlimited Corporation

Pete Young  
ACCO Sales Representative

CITY OF OTTUMWA

Staff Summary

2020 APR 30 PM 2:11  
0110

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Parks Department  
 Department

Alicia Bankson  
 Prepared By  
*Gene Rathje*  
 Department Head

*Ray Pitt*  
 City Administrator Approval

AGENDA TITLE: Resolution #99-2020. Approving Change Order #1 and Accepting the Work as Final and Complete and Approving the Final Pay Request for Beach Renovations Phase 4 – RFP 6X, Drainage Improvements Project.

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

RECOMMENDATION: Pass and adopt Resolution #99-2020.

DISCUSSION: The City Council approved the contract in the amount of \$22,455.00 to DC Concrete & Construction Inc. of Douds, Iowa on January 21, 2020. This project entailed new drainage piping along the North wall of the indoor pool facility directing storm runoff from the pool roof into the storm sewer system. Also replaced approximately 80 lineal feet of 24” deteriorated corrugated metal pipe with new PVC piping. Work also included installation of a reinforced concrete wing wall at the storm outlet in lagoon.

Change Order #1 finalizes quantities, replaces a panel of sidewalk, and adds a new cast iron frame and grate that increases the contract amount by \$781.80 for a new contract sum of \$23,236.80.

The contractor has completed the above referenced work according to the plans and specifications. Upon approval, the Council will accept the project and authorize final payment and release all retainages.

Contract Summary is as follows

Original Contract Amount	\$22,455.00
Change Order #1	\$781.80
New Contract Sum	<u>\$23,236.80</u>
Less Previous Payments	<u>\$20,968.21</u>
Final Amount Due	\$2,268.59

Phase 4 Project Cost Summary to Date:

Public Improvement Contracts:

Wave Generation Equipment	\$ 115,375.00	(complete)
Wave Generation Equipment Installation	\$ 34,609.90	(complete)
Wave Generation Blower and Motor Repair	\$ 8,026.76	(complete)
Source of Funds: \$700,000 Bond Proceeds	Budgeted Item: X	Budget Amendment Needed: No



Slide Repair/Restoration	\$	66,500.00	(in progress)
Slide Structural Support Repainting	\$	113,687.75	(in progress)
Volleyball Court Reconstruction	\$	75,000.00	(estimated)
New Shade Structure Installation	\$	108,898.54	(in progress)
Total	\$	<u>522,097.95</u>	

RFP's:

Kitchen Floor Resurfacing	\$	7,960.00	(complete)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
<b>Storm Sewer Improvements (Draining Improvements)</b>	\$	<b>23,236.80</b>	<b>(complete)</b>
Aluminum Entrance Door Repair	\$	15,000.00	(estimated)
Recirculating Pump Replacement	\$	8,538.43	(complete)
Wood Fencing Repair	\$	4,560.00	(in progress)
Final Landscaping and Seeding	\$	15,000.00	(estimated)
Dedication Plaque	\$	2,842.50	(in progress)
Portable Storage Building	\$	4,029.92	(complete)
Total	\$	<u>115,821.36</u>	

Total Phase 4 Costs:

Contracts	\$	522,097.95
RFP's	\$	<u>115,821.36</u>
Total	\$	637,959.31

Funding: Phase 4 \$ Available from Bond Proceeds: \$700,000.00

RESOLUTION #99-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS  
FINAL AND COMPLETE FOR THE BEACH PHASE 4, RFP 6X, DRAINAGE  
IMPROVEMENTS

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on January 21, 2020 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$781.80 for final quantity adjustments. The new contract sum is \$23,236.80.

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 Beach Renovations Phase 4, RFP 6X Drainage Improvements is hereby accepted as complete and authorization to make final payment to DC Concrete & Construction of Douds, Iowa in the amount of \$2,268.59 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

---

Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk



**Section 640  
CHANGE ORDER**

Project: RFP\_2019 6X Drainage Improvements

To Contractor: DC CONSTRUCTION

Change Order Number: 1

The Contract is changed as follows:  
Qty adjustments (see tab sheet)  
Frame and Grate for Intake  
Sidewalk removal and replacement

	28-Apr-20
	-\$383.20
	\$587.50
	\$577.50
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total:	\$781.80

**Base bid amount**                      \$22,455.00

**NEW PROJECT TOTAL**                      \$23,236.80

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$22,455.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$22,455.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$781.80</u>
The new Contract Sum including this change order	<u>\$23,236.80</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

  
\_\_\_\_\_  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

4/30/2020  
\_\_\_\_\_  
DATE

DC CONSTRUCTION  
CONTRACTOR  
\_\_\_\_\_

4/30/2020  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
BY

C. - Owner  
\_\_\_\_\_  
TITLE



RFP 2019 6X Drainage Improvements

ITEM	DESCRIPTION	DC CONSTRUCTION UNIT	QTY	PRICE	EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
1	4/28/2020 Mobilization	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00	100.00%
2	8" SDR-35 PVC Pipe	LF	160	\$25.00	\$4,000.00	172	\$4,300.00	\$300.00	107.50%
3	10" SDR-35 PVC Pipe	LF	15	\$35.00	\$525.00	9	\$315.00	(\$210.00)	60.00%
4	6" Concrete Rings	LS	2	\$100.00	\$200.00	2	\$200.00	\$0.00	100.00%
5	Class 10 Fill	TN	6	\$25.00	\$150.00	0	\$0.00	(\$150.00)	0.00%
6	24" SDR-35 PVC Pipe	LF	80	\$60.00	\$4,800.00	75	\$4,500.00	(\$300.00)	93.75%
7	Concrete Wingwall	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$0.00	100.00%
8	Class D Revestment	TN	14	\$20.00	\$280.00	12.84	\$256.80	(\$23.20)	91.71%
	CO #1					1	\$1,165.00	\$1,165.00	
					TOTAL		\$22,455.00		
					ASBUILT TOTAL		\$23,236.80	\$781.80	

DC Concrete & Construction,  
LLC  
15476 Emerald Rd  
DOUDS, IA 52551 US  
641-919-0636  
dcconstruction.ia@gmail.com



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# INVOICE

**BILL TO**

City of Ottumwa  
Ottumwa Beach

**SHIP TO**

City of Ottumwa  
Ottumwa Beach

**INVOICE #** 3312

**DATE** 04/02/2020

**DUE DATE** 04/02/2020

**TERMS** Due upon receipt

---

ACTIVITY	QTY	RATE	AMOUNT
<b>labor -materials</b> Remove & replace a 5' 6" x 5' 6" section of sidewalk. This included saw cutting, removal & disposal of existing concrete & pouring new concrete ( price reflects a less than 4 yard pour, covering concrete due to low temperatures ).	3.30	175.00	577.50
<b>labor -materials</b> NFC R-1878-B7G FRAME AND GRATE ( PRICE INCLUDES A 15% UP CHARGE & A \$70.00 FREIGHT FEE )	1	587.50	587.50

BALANCE DUE

**\$1,165.00**

Thank you for the opportunity to serve you! We appreciate your prompt payment.

<b>Date Ordered</b>	<b>Date Shipped</b>	<b>Customer PO #</b>	<b>Job Name</b>	<b>Job #</b>	<b>Bill of Lading</b>	<b>Shipped Via</b>	<b>Invoice #</b>
3/06/20	3/06/20	SEE BELOW	OTTUMWA BEACH			WILL CALL	M030334

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- OTTUMWA BEACH						
27089GG	8 PVC SDR35 SWR 90 GXG	2	2		55.00000	EA	110.00
75CBR1878B7G	NFC R-1878-B7G FRAME AND GRATE	1	1		450.00000	EA	450.00

Visit [coreandmain.com](http://coreandmain.com)  
for a current W-9 form



Online  
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

<b>Freight</b>	<b>Delivery</b>	<b>Handling</b>	<b>Restock</b>	<b>Misc.</b>	<b>Subtotal:</b>	<b>560.00</b>
					<b>Other:</b>	<b>0.00</b>
					<b>Tax:</b>	<b>39.20</b>
					<b>Invoice Total:</b>	<b>\$599.20</b>

Terms: NET 30

Ordered By: DUSTAN

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

CITY OF OTTUMWA

STAFF SUMMARY

2020 APR 30 PM 2:11

Council Meeting of: May 5, 2020

ITEM NO. \_\_\_\_\_

Joni Keith  
Prepared By

Kevin Flanagan  
Department Head

Planning  
Department

Philip Rath, City Administrator

AGENDA TITLE: Approve Resolution #101-2020 placing up to a one-year Moratorium on the sale of City owned vacant lots, except those deemed appropriate for the building of a new residential dwelling or commercial building while the City's Vacant Lot Policy is revised.

\*\*\*\*\*

PURPOSE: This Resolution places a moratorium on the sale of city owned vacant lots depending on the size, location and buildability of the lot.

RECOMMENDATION: Pass and adopt Resolution #101-2020.

DISCUSSION: The City's vacant lot policy, developed in 2004 and amended several times, is being reviewed for additional changes. Currently, the city has allowed contiguous property owners to purchase lots next to them for additional green space. The City is in need of residential housing and many of those city owned lots are buildable. The moratorium would be effective June 1, 2020 for up to a year, but could be revoked prior to that sunset provision. City owned vacant lots could still be sold if the lot was at least 50-feet wide, and a residence or commercial building was being built on the lot. A vacant lot could also still be sold for green space if the lot was too small to be built on or was an impractical build site such as grading issues. Staff will work to develop an updated policy that will promote building on those vacant lots.



**RESOLUTION #101-2020**

**A RESOLUTION APPROVING A MORATORIUM OF NOT MORE THAN TWELVE MONTHS ON THE SALE OF CITY OWNED VACANT LOTS, EXCEPT THOSE DEEMED APPROPRIATE FOR THE BUILDING OF A NEW RESIDENTIAL DWELLING OR COMMERCIAL BUILDING.**

WHEREAS, the City of Ottumwa is in the process of developing amendments to its existing vacant lot disposal policy, Third Amended Policy 42-2004; and

WHEREAS, the City of Ottumwa is exploring means to incentivize new residential dwelling construction; and

WHEREAS, based upon current concerns that many City-owned vacant lots being sold for green space could be used for the construction of new dwellings, the City Council wishes to pass this resolution placing a Moratorium of not more than twelve months on the sale of City owned lots described above effective June 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: A Moratorium of not more than twelve months is hereby placed on the sale of City owned vacant lots, except those lots that are at least a 50 foot width dimension and determined fit for the construction of a residential or a commercial building thereon effective June 1, 2020.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May, 2020.

CITY OF OTTUMWA, IOWA

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Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk

**CITY OF OTTUMWA**

**Staff Summary**

**\*\*ACTION ITEM\*\***

Council Meeting of: May 5, 2020

Zach Simonson

Prepared by

Planning & Development

Department

Kevin Flanagan

Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION 102-2020 REALLOCATING FUNDS, IN THE AMOUNT OF \$9,500, IN FUND 151, FROM DEPARTMENT 343 CITY HOUSING TO DEPARTMENT 561 HEALTHY NEIGHBORS, TO BE USED IN SUPPORT OF THE 2020 CYCLE OF THE HEALTHY NEIGHBORS HOME IMPROVEMENT GRANT AND AUTHORIZING THE HEALTHY NEIGHBORS GRANT COMMITTEE TO AWARD UP TO \$11,000 FOR HOME IMPROVEMENT GRANTS

\*\*\*\*\*

RECOMMENDATION: Approve, pass and adopt Resolution No. 102-2020.

DISCUSSION: This resolution would continue the Healthy Neighbors Grant Program into its second year. The program offers grants up to \$1,000 as a 50% for to property owners for qualifying exterior home improvements. In 2019, the program launched with 76 applicants and seven completed projects. This year, applications will open earlier in the year to allow property owners to use the entire building season for qualifying projects. We will also be able to make a modest increase in the number of grants awarded by transferring \$9,500 from the City Housing program to this grant program.

RESOLUTION NO. 102-2020

A RESOLUTION REALLOCATING FUNDS, IN THE AMOUNT OF \$9,500, IN FUND 151, FROM DEPARTMENT 343 CITY HOUSING TO DEPARTMENT 561 HEALTHY NEIGHBORS, TO BE USED IN SUPPORT OF THE 2020 CYCLE OF THE HEALTHY NEIGHBORS HOME IMPROVEMENT GRANT AND AUTHORIZING THE HEALTHY NEIGHBORS GRANT COMMITTEE TO AWARD UP TO \$11,000 FOR HOME IMPROVEMENT GRANTS

WHEREAS, the Healthy Neighbors Program was established in 2019 to provide grants up to \$1,000 as a 50% match to property owners in Ottumwa for qualifying exterior home improvements; and

WHEREAS, in the first year of the Program, 76 properties applied for grants and seven properties completed the program; and

WHEREAS, the Council views this program as a successful means of incentivizing home improvements that increase housing values, housing quality and the attractiveness of neighborhoods; and

WHEREAS, the 2020 grant cycle will place an emphasis on neighborhood-level projects where multiple property-owners on a single block apply to complete projects that will improve entire blocks at the same time; and

WHEREAS, the 2020 grant cycle will open applications on May 6, 2020 with applications due by June 8, 2020, awards announced June 15, 2020 and selected projects required to be completed by December 31, 2020; and

WHEREAS, \$9,540.17 is available in Fund 151, Department 343 City Housing; and

WHEREAS, the Healthy Neighbor's Program provides home improvement grants that further the goals of the City Housing program, and

WHEREAS, \$1,500 is available in Fund 151, Department 561 Healthy Neighbors, and

WHEREAS, the transfer in Fund 151 of \$9,500 from Department 343 City Housing to Department 561 Healthy Neighbors would allow for up to 11 \$1,000 grants for qualifying home improvement projects in the community;

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

That the City of Ottumwa hereby authorizes the transfer of said funds, in the amount of \$9,500 and authorizes the Health Neighbors Grant Committee to award up to \$11,000 for home improvement grants.

Approved, passed and adopted this 5<sup>th</sup> of May 2020.

CITY OF OTTUMWA, IOWA

BY \_\_\_\_\_  
Tom Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Chris Reinhard, City Clerk



CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

2020 MAY 30 PM 2:11  
01/10

Council Meeting of: May 5, 2020

\_\_\_\_\_  
Engineering Department  
Department

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Harry Seals*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*Phil Platt*  
City Administrator Approval

AGENDA TITLE: Resolution #103-2020. Approve Change Order #2 for the East Main Reconstruction Project

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution #103-2020.

DISCUSSION: The following changes are included in Change Order #2

Survey Work – Additional survey work was required to remove the north parking lane west of Vine Street and to locate added intakes and storm pipe.

Topsoil – Topsoil required where north parking lane was removed.

Storm Pipe and Intakes – Two intakes added at Vine Street. They will connect to a separated storm line being built during the sewer separation work beginning this June.

Boulder Removal – A shelf of highly fractured rock was encountered during excavation of the back slope subdrain trench. The material could not be disposed of on site and the contractor was directed to remove it.

Quantity Adjustments – Line Items 0010, 0020, 0040, and 0050 were decreased because the north parking lane was removed between stations 118+00 and 124+00. Line items 0400 and 0410 were increased to replace sidewalk panels adjacent to the project that did not meet ADA requirements. Line item 0480 was increased because the light pole had to be moved to avoid a water service.

Source of Funds: CIP Bonding

Budgeted Item:

Budget Amendment Needed:

All forms on the East Main Street project, including pay apps and change orders, are processed through the DOT's Doc Express website. Change orders #3 and #4 have been combined on the attached City Change Order form.

This work was performed in 2019. One more change order will be required to close out the project and release retainage.

Original Contract Amount	\$ 2,807,073.23
Change Order #1	\$ 72,184.25
Change Order #2	<u>\$ -52,581.75</u>
New Contract Amount	\$ 2,826,675.73

Source of Funds: CIP Bonding

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #103-2020

A RESOLUTION APPROVING CHANGE ORDER #2  
FOR THE EAST MAIN RECONSTRUCTION PROJECT

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

WHEREAS, Change Order #2 decreases the contract amount by \$52,581.75 resulting in a new contract sum of \$2,826,675.73;

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>h</sup> day of May 2020.

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: 2

The Contract is changed as follows:

	27-Apr-20
Additional Construction Survey Due to Design Changes	\$1,190.16
Additional Topsoil Required Due to Design Changes	\$11,275.20
Additional 15" RCP Storm Sewer Due to Design Changes	\$10,340.00
Boulder Removal (from sub-drain trench)	\$1,820.40
Correct Payment Amount for Polymer Grid (1509.05 to 1590.05)	\$81.00
Quantity Adjustments	-\$77,288.51
	\$0.00
Total:	(\$52,581.75)

**Base bid amount** \$2,807,073.23

**NEW PROJECT TOTAL** \$2,826,675.73

**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	\$72,184.25
The Contract Sum prior to this change order	\$2,879,257.48
The Contract Sum will be <u>decreased</u> by this change order in the amount of	(\$52,581.75)
The new Contract Sum including this change order	\$2,826,675.73
The Contract Time will be <u>increased</u> by	5 days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

\_\_\_\_\_  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Iowa Civil Contracting  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE



**CHANGE ORDER**  
For Local Public Agency Projects

No. 3

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 8, 2019

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

**A - Description of change to be made:**

0520 - Additional survey work to stake out added intakes (I-20 and I-21) and to recalculate the curblines and cross slopes from station 118+00 to 124+30.

8006 - Contractor furnished topsoil.

8002 - Add days for trolley track removal

**B - Reason for change:**

0520 - Added two intakes at Vine Street to capture gutter flow before it crosses the intersection. Will connect to sewer separation work which is currently being designed. Removed parking lane from 118+00 to 124+30 because there is no expectation of development along this section of street.

8006 - Line item 0030 is for 8.9 CY of topsoil in small areas. This item is for furnishing topsoil in the area exposed by removing the parking lane from stations 118+00 to 124+30. It is a materially different construction activity than the existing line item.

8002 - Track removal was added on Change Order #1. This is to adjust for additional time.

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

0520 - Agreed to increase in lump sum of  $1081.96 + 10\% = \$1,190.16$

8006 - Agreed to Unit Price of  $\$65.50 + 10\% = \$72.05$  per CY.

8002 - None. Adding working days to the contract.

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

0520 - McClure's rates are in line with other surveying companies. The billed hours are reasonable based on the work performed.

8006 - The city performed a check on what it would cost us to self perform the work. Based on the local cost of topsoil and our estimated labor and equipment costs it was cheaper to have the contractor perform this work.

8002 - The inspector's daily logs included notes regarding time spent removing rails.

E - Contract time adjustment:  No Working Days added  Working Days added: 5  Unknown at this time

**Justification for selection:**

Track removal was added on Change Order #1. A total of 32 hours were spent removing Trolley Tracks.  
The contractor spent one day placing top soil in added areas.

F - Items included in contract:

Participating					For deductions enter as "-x.xx"			
Federal-aid	State-aid	Line Number	Item Description		Unit Price .xx	Quantity .xxx	Amount .xx	
X		0520	Construction Survey		\$1,190.16	1.000	\$1,190.16	
					<input type="button" value="Add Row"/>	<input type="button" value="Delete Row"/>	<b>TOTAL</b>	<b>\$1,190.16</b>

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx	
X		8006	2105-8425005	Topsoil, Furnish and Spread	\$72.50	155.520	\$11,275.20	
				11,275.2				
					<input type="button" value="Add Row"/>	<input type="button" value="Delete Row"/>	<b>TOTAL</b>	<b>\$11,275.20</b>

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

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: \_\_\_\_\_ Date  
Federal Highway Division Administration  
(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 03

Date	Signed By
01/07/2020	Tammy Kolash Iowa Civil Contracting Inc. Electronic Signature (Approved by Contractor (Optional))
01/07/2020	Phillip Burgmeier Iowa Local Systems Electronic Signature (Recommended by Engineer / Approved)
01/07/2020	Phillip Burgmeier Iowa Local Systems Electronic Signature (Approved by PIRC (when applicable))
01/08/2020	Christy VanBuskirk Iowa Local Systems Electronic Signature (Approved by Administering Office or designee)



**CHANGE ORDER**  
For Local Public Agency Projects

No. 4

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: February 10, 2020

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

**A - Description of change to be made:**

- 8007 - Additional storm sewer at East Main and Vine Street, specifically line P-22.
- 8008 - Boulder pickup and removal resulting from excavation of backslope subdrain trench.
  
- 0010 - Decrease quantity by 47.8 to 1959.2 CY
- 0020 - Decrease quantity by 93.27 to 106.73 CY
- 0040 - Decrease quantity by 87.77 to 2404.23 CY
- 0050 - Decrease quantity by 1059.1 to 9018.9 SY
- 0400 - Increase quantity by 25.55 to 3560.25 SY
- 0410 - Increase quantity by 15.59 to 2585.19 SY
- 0480 - Increase quantity by 9 to 251.5 LF

**B - Reason for change:**

- 8007 - Two intakes were added at Vine Street to capture gutter flow before it crosses the intersection. As part of this work a storm pipe (P-22) was added under Vine Street. P-22 will connect to a storm sewer which is being built as part of a project letting this spring. Intakes were not feasible in this location without the other project.
  
- 8008 - During excavation of the backslope subdrain trench a shelf of highly fractured rock was encountered. Boulders resulting from the excavation of the rock could not be disposed of on site. The contractor was ordered to pickup and remove them from the project.
  
- 0010, 0020, 0040, and 0050 - These quantities decreased because the north parking lane was removed between stations 118+00 and 124+00. There is an empty lot on this side of street and no prospect for development.
  
- 0400 and 0410 - At Jefferson Street and Union Street several existing panels adjoining the new sidewalk did not meet ADA requirements. These panels were removed and the new sidewalk extended.
  
- 0480 - The electric conduit was extended because the light pole it powers was moved to avoid a water service.

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

- 8007 - Agreed to Unit Price of \$100.00 + 10% = \$110 per LF.
  
- 8008 - Specified Unit Price of ten times bid item 0200 =  $10 \times \$20.50 = \$205.00 / CY$
  
- 0010, 0020, 0040, 0050, 0400, 0410, 0480 - Contract Unit Price

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

8007 - This run of 94 LF was added after the project began and is materially different than the rest of the 15" storm sewer. The line had to go under a Century Link telephone cable, over a 10" gas main, then under a 6" gas main and finally over a 10" water main. The sewer main's slope had to be changed part way along the run to clear the two gas mains. A pipe support was also constructed to protect the 10" gas main where the storm sewer passed over it. The city performed an estimate of the work using DOT wage and equipment rates and came up with a similar cost per LF.

Accounting ID No.(5-digit number): \_\_\_\_\_

The range for class 3 -15" RCP Storm Sewer on DOT projects in the prior year was \$31-\$110 per LF.

Change Order No.: \_\_\_\_\_

8008 - Section 2502.05-B-4 of the 2015 Standard Specifications states that payment for this item of work will be at ten times the contract unit price for placing the subdrain, per cubic yard of boulders.

E - Contract time adjustment:     No Working Days added     Working Days added: 14     Unknown at this time

Justification for selection:

5 days - Install added storm sewer pipe and structures at Vine Street (I-20, I-21, P-21 and P-22).

1 day - Modify I-1 to fit around bridge footing

3 days - Wait on plumber to separate shared water services at 414 and 416, and replace lead water service at 418 E. Main

2 days - Sort out sewer mains and laterals at 529 and 537 E. Main that did not match mapping.

1 day - Investigate and connect second sewer lateral from 118 S Union St.

1 day - Pickup and remove boulders from backslope subdrain trench excavation.

1 day - Modify driveway and sidewalk layout for newly empty lot at 425 E Main (structure fire).

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		0010	Excavation, Class 10, Roadway and Borrow	\$12.15	-47.800	-\$580.77
		0020	Excavation, Class 10, Waste	\$23.62	-93.270	-\$2,203.04
		0040	Modified Subbase	\$36.54	-87.770	-\$3,207.12
		0050	PCC Pavement, Class C, Class 3 Durability, 9 in.	\$68.56	-1,059.100	-\$72,611.90
		0400	Removal of Sidewalk	\$11.82	25.550	\$302.00
		0410	PCC Sidewalk, 6 in.	\$59.16	15.590	\$922.30
		0480	Electrical Circuits	\$10.00	9.000	\$90.00
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/> <b>TOTAL</b>						-\$77,288.51

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	
X		8007	2503-014215	Storm Sewer, Trenched, RCP, Class III, 15"	\$110.00	94.000	\$10,340.00
X		8008	6100-2601030	Extra Work - Debris Picked-up and disposed of (Pre-Established Price)	\$205.00	8.880	\$1,820.40
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/> <b>TOTAL</b>							\$12,160.40

H. Signatures

Agreed: \_\_\_\_\_ Date \_\_\_\_\_  
           Contractor

Recommended: \_\_\_\_\_ Date \_\_\_\_\_  
           Project Engineer

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

          \_\_\_\_\_ Date \_\_\_\_\_ Other (optional) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
           Contracting Authority (optional)

          \_\_\_\_\_ Date \_\_\_\_\_  
           Iowa DOT Administering Office

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: \_\_\_\_\_ Date \_\_\_\_\_  
           Federal Highway Division Administration  
           (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 04

Date	Signed By
02/20/2020	Tammy Kolash Iowa Civil Contracting Inc. Electronic Signature (Approved by Contractor (Optional))
02/21/2020	Phillip Burgmeier City of Ottumwa - Iowa Electronic Signature (Recommended by Engineer / Approved)
02/24/2020	Phillip Burgmeier City of Ottumwa - Iowa Electronic Signature (Approved by PIRC (when applicable))
03/25/2020	Christy VanBuskirk Iowa Local Systems Electronic Signature (Approved by Administering Office or designee)



City of Ottumwa

Staff Summary

2020 APR 30 PM 2:12

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Council Meeting of: May 05, 2020

Item No. 104-2020

Finance Department  
Department

Kala Mulder

Prepared By

*Kala Mulder*  
Dept. Head

*Pip Pitt*

City Administrator

Agenda Title: Resolution No. 104-2020 Appointing UMB Bank, N.A. as the 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. 104-2020.

Discussion: UMB Bank, N.A. serves in this capacity for all securities issues for the City of Ottumwa. This is for the \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020.

## **ITEMS TO INCLUDE ON AGENDA**

### **CITY OF OTTUMWA, IOWA**

\$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020

- 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.

May 5, 2020

The City Council of the City of Ottumwa, State of Iowa, met via electronic means, an in-person meeting having been determined to be impossible or impractical due to the COVID-19 pandemic, in \_\_\_\_\_ session, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ 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 \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

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, \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020, dated May 14, 2020, 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 \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020, dated May 14, 2020.



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 5<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$14,115,000 GENERAL OBLIGATION AND REFUNDING CAPITAL LOAN NOTES, SERIES 2020, 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 \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$14,115,000 GENERAL OBLIGATION AND REFUNDING CAPITAL LOAN NOTES, SERIES 2020, 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 (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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 (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$19,000,000 be authorized for said purpose(s); and

WHEREAS, the City is in need of funds to pay costs of adjusting, extending and refunding existing general obligation indebtedness of the City as is more fully set forth in the

schedule of Notes to be refunded, hereinafter set forth as Exhibit "A", attached to this resolution; 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 two (2) outstanding issue(s) 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, 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 \$14,115,000 General Obligation and Refunding Capital Loan Notes to accomplish the above-described refunding, 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:

- "AGM" shall mean the Assured Guaranty Municipal Corp., or any successor thereto.
- "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.

- "Current Refunded Portion" shall mean \$3,700,000 of the Notes to refund the Refunded Bonds.

- "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.

- "New Money Portion" shall mean \$10,660,000 of the notes issued to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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.

- "Note Fund" shall mean the fund created in Section 3 of this Resolution.

- "Notes" shall mean \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020, 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.

- "Policy" shall mean the Municipal Bond Insurance Policy issued by AGM that guarantees the scheduled payment of principal of and interest on the Notes when due.

- "Project" shall mean the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and



streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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 (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013.

- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the proceeds to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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. As to the Current Refunded Portion, "Project Fund" shall mean the 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.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Refunded Bonds" shall mean \$1,250,000 of the \$4,035,000 General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012; and \$2,450,000 of the \$4,185,000 General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013.

- "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.

- "Security Documents" shall mean the resolution, loan agreement, note, and/or any additional or supplemental documents executed in connection with 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
\$1,380,958	2020/2021*
\$1,395,300	2021/2022
\$1,364,300	2022/2023
\$1,358,100	2023/2024
\$1,110,700	2024/2025
\$1,106,700	2025/2026
\$891,700	2026/2027
\$894,100	2027/2028
\$890,500	2028/2029
\$891,100	2029/2030
\$865,700	2030/2031
\$860,300	2031/2032
\$844,100	2032/2033
\$752,500	2033/2034
\$753,500	2034/2035
\$753,500	2035/2036
\$754,000	2036/2037
\$753,900	2037/2038
\$753,200	2038/2039
\$751,900	2039/2040

\*To be combined with the debt service levy previously levied for the Refunded Bonds.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020 will be collected during the fiscal year commencing July 1, 2021.)

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 "2020 GENERAL OBLIGATION AND 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. 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.

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. General Obligation and Refunding Capital Loan Notes of the City in the amount of \$14,115,000, 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 "GENERAL OBLIGATION AND REFUNDING CAPITAL LOAN NOTE, SERIES 2020", be dated May 14, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on November 1, 2020, and semiannually thereafter on the 1st day of May and November 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 May 1st
\$870,000	4.000%	2021
\$900,000	4.000%	2022
\$905,000	4.000%	2023
\$935,000	4.000%	2024
\$725,000	4.000%	2025
\$750,000	4.000%	2026
\$565,000	4.000%	2027
\$590,000	4.000%	2028
\$610,000	4.000%	2029
\$635,000	4.000%	2030
\$635,000	4.000%	2031
\$655,000	4.000%	2032
\$665,000	4.000%	2033
\$600,000	4.000%	2034
\$625,000	4.000%	2035
\$650,000	3.000%	2036
\$670,000	3.000%	2037
\$690,000	3.000%	2038
\$710,000	3.000%	2039
\$730,000	3.000%	2040

b) Redemption.

i. Optional Redemption. Notes maturing after May 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 AND REFUNDING CAPITAL LOAN NOTE"  
"SERIES 2020"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Note Date: May 14, 2020  
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 November 1, 2020, and semiannually thereafter on the 1st day of May and November 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 and 384.25 of the Code of Iowa, for the purpose of paying costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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 (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013, 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 May 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)

#### STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Note to UMB Bank, n.a., West Des Moines, Iowa, or its successor, as paying agent for the Notes (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Note acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

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

Section 22. 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 5<sup>th</sup> day of May, 2020.

---

Mayor

ATTEST:

---

City Clerk

EXHIBIT "A"

Refunded Bonds

\$4,035,000 General Obligation Capital Loan Notes, Series 2012

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$225,000	2.000%	2021
\$225,000	2.000%	2022
\$200,000	2.000%	2023
\$200,000	2.125%	2024
\$200,000	2.250%	2025
\$200,000	2.300%	2026

\$1,250,000 will be redeemed on June 1, 2020.

Refunded Bonds

\$4,185,000 General Obligation Capital Loan Notes, Series 2013

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$320,000	2.125%	2021
\$325,000	2.500%	2022
\$330,000	2.600%	2023
\$340,000	2.800%	2024
\$335,000	3.500%	2027*
\$800,000	4.000%	2033*

\$2,450,000 will be redeemed on June 1, 2020.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)



# Item No. H.-11.

City of Ottumwa


Staff Summary

2020 MAY 30 PM 2:11

Council Meeting of: May 05, 2020

Item No. 105-2020

Finance Department  
Department

Kala Mulder  
Prepared By  
  
Dept. Head

  
City Administrator

Agenda Title: Resolution No. 105-2020 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. 105-2020.

Discussion: The bonds will be used to fund Division I of the CSO and refinancing of Series 2012 and Series 2013D.

## LOAN AGREEMENT

This Loan Agreement is entered into as of the 14<sup>th</sup> day of May, 2020, 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 \$15,083,807.45, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation and Refunding Capital Loan Notes, Series 2020, in the aggregate principal amount of \$14,115,000 (the "Notes").
2. The loan proceeds shall be used to pay costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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 (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013 (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 November 1, 2020.
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 May 14, 2020, shall bear interest payable November 1, 2020, and semiannually thereafter on the first day of May and November 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 May 1st
\$870,000	4.000%	2021
\$900,000	4.000%	2022
\$905,000	4.000%	2023
\$935,000	4.000%	2024
\$725,000	4.000%	2025
\$750,000	4.000%	2026
\$565,000	4.000%	2027
\$590,000	4.000%	2028
\$610,000	4.000%	2029
\$635,000	4.000%	2030
\$635,000	4.000%	2031
\$655,000	4.000%	2032
\$665,000	4.000%	2033
\$600,000	4.000%	2034
\$625,000	4.000%	2035
\$650,000	3.000%	2036
\$670,000	3.000%	2037
\$690,000	3.000%	2038
\$710,000	3.000%	2039
\$730,000	3.000%	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. The Lender agrees to prepare an Official Statement to be used by the Lender in making offers and sales of the Notes in compliance with Rule 15c2-12, and the City agrees to timely provide all information reasonably requested by the Lender for that

purpose. All such information provided by the City will be true and correct in all material respects. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

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.

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)

01716281-1\10981-142

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 General Obligation and Refunding Capital Loan Notes, Series 2020, of the City of Ottumwa, State of Iowa, in the amount of \$14,115,000, dated May 14, 2020, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity May 1st</u>
\$870,000	4.000%	2021
\$900,000	4.000%	2022
\$905,000	4.000%	2023
\$935,000	4.000%	2024
\$725,000	4.000%	2025
\$750,000	4.000%	2026
\$565,000	4.000%	2027
\$590,000	4.000%	2028
\$610,000	4.000%	2029
\$635,000	4.000%	2030
\$635,000	4.000%	2031
\$655,000	4.000%	2032
\$665,000	4.000%	2033
\$600,000	4.000%	2034
\$625,000	4.000%	2035
\$650,000	3.000%	2036
\$670,000	3.000%	2037
\$690,000	3.000%	2038
\$710,000	3.000%	2039
\$730,000	3.000%	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 \$15,083,807.45, 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 \_\_\_\_\_, 2020, 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 2019/2020), according to the last completed State and County tax lists (100% - Before Rollback)	\$1,030,739,721
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$41,180,000
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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Director of Finance

(CITY SEAL)



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 \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020, of the City dated May 14, 2020, 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 2020, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

)

) SS

COUNTY OF WAPELLO

)

Subscribed and sworn to before me by Tom Lazio, Christina Reinhard and Kala Mulder on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
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") \$14,115,000 aggregate principal amount of Issuer's General Obligation and Refunding Capital Loan Notes, Series 2020, dated May 14, 2020 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
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 \_\_\_\_\_, 2020 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 5<sup>th</sup> day of May, 2020, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$14,115,000 of General Obligation and Refunding Capital Loan Notes, Series 2020, and levying a tax therefor, dated May 14, 2020.

(COUNTY SEAL)

\_\_\_\_\_  
County Auditor of Wapello County, State of  
Iowa



Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)  
Department of the Treasury  
Internal Revenue Service

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		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) 105 East Third Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Ottumwa, Iowa 52501-2904		7 Date of issue May 14, 2020
8 Name of issue \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020		9 CUSIP number 689716 W38
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		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities	11,453,341	40
18 Other. Describe ► <u>Current Refunding</u>	3,756,795	30
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	05/01/2040	\$ 15,210,136.70	\$ 14,115,000	9.846 years	2.585482 %

**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	15,210,136	70
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	195,104	25	
25	Proceeds used for credit enhancement	25	54,509	27	
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	3,700,000	00	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	-0-		
29	Total (add lines 24 through 28)	29	3,949,613	52	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	11,260,523	18	

**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	4.9128	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)	06/01/2020	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	04/02/2012; 12/30/2013	

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	-0-	
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	-0-	
<b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	-0-	
<b>38a</b> 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>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool bond ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/>			
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>			
<b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>			
<b>43</b> 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"/>			
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input checked="" type="checkbox"/>			
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

<b>Signature and Consent</b>	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		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Kristin Billingsley Cooper				P02001942
	Firm's name ▶ Ahlers & Cooney, P.C.	Firm's EIN ▶ 42-1323559			
	Firm's address ▶ 100 Court Avenue, Suite 600, Des Moines, Iowa 50309	Phone no. 515-243-7611			

## **PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT**

THIS AGREEMENT is made and entered into on May 14, 2020 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 \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020, dated May 14, 2020 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 last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event that the Bond owner elects in writing that payment of interest, principal, and redemption premium, if any, be paid by electronic transfer, the AGENT shall make payment by such means pursuant to written instructions from the Bond owner and at the expense of the Bond 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  
City Clerk  
105 East 3rd Street  
Ottumwa, Iowa 52501-2904

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

01716329-1\10981-142

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TAX EXEMPTION CERTIFICATE

of

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

\$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020

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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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This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

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## TAX EXEMPTION CERTIFICATE

### CITY OF OTTUMWA, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on May 14, 2020, 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 \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020 (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 \$14,115,000 aggregate principal amount of General Obligation and Refunding Capital Loan Notes, Series 2020, 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 Loan Agreement as 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.
- "Current Refunded Portion" shall mean \$3,756,795.30 of the Gross Proceeds of the Bonds to refund the Refunded Bonds.
- "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 first price at which a substantial amount of the Bonds (not less than 10% of each maturity) is sold to the public (any person other than the Purchaser or a related party to the Purchaser).

- "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.

- "New Money Portion" shall mean \$11,453,341.40 of the Gross Proceeds of the Bonds issued to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; and (ii) the construction, reconstruction, and repairing of any street 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.

- "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 (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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 (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013 as more fully described in the Resolution.

- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the Proceeds to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for

the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street 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. As to the Current Refunded Portion, "Project Fund" shall mean the 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.

- "Purchaser" or "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.
- "Refunded Bonds" shall mean \$1,250,000 of the \$4,035,000 General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012; and \$2,450,000 of the \$4,185,000 General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013.
- "Refunding Bonds" means the Current Refunded Portion of the Bonds.
- "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 May 5, 2020, 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, and (5) with respect to Bond Yield, review of the Verification Certificate.



(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, 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.

(s) The Issuer has not employed a device in connection with the issuance of the Current Refunded Portion of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

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 \$1,095,136.70), less underwriter's discount of \$126,329.25, received at Closing, along with a \$2,000,000 cash contribution of the issuer, are expected to be deposited and expended as follows:

(a) \$68,775.00 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) As to the New Money Portion, \$13,260,523.18 (\$11,453,341.40 plus \$2,000,000 of Issuer cash) 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. As to the Current Refunded Portion, \$3,700,000 will be used together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds. The Refunded Bonds will be redeemed on June 1, 2020; and

(c) \$54,509.27 will be used for credit enhancement to pay the premium on an AGM insurance policy.

### Section 2.3 Purpose of Bonds

The Issuer is issuing the New Money Portion of the Bonds to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; and (ii) the construction, reconstruction, and repairing of any street 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.

The Issuer is issuing the Current Refunding Portion of the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

Proceeds of the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012 were used for the purpose of paying costs of street improvements; refunding outstanding indebtedness of the City, including General Obligation Capital Loan Notes, Series 2006; and improvements to City Hall.

(Proceeds of the General Obligations Capital Loan Notes, Series 2006 dated October 5, 2006 were used to pay costs of costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the Municipal Sewer Utility System.)

Proceeds of the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013 were used to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the West Gate Economic Development Urban Renewal Plan, as amended, including the construction, reconstruction, extension, improvement and equipping of works and facilities useful for the collection, treatment and disposal of sewage, industrial waste, and surface waters and streams, including the Lagoon Pump Station Project.

### 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 or the Refunded Bonds is to be used or were 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 or the Refunded Bonds is to be used or were used directly or indirectly to make or finance loans to persons other than governmental units.

#### Refunding of Governmental or Private Activity Exempt Facility Bonds (where Refunded Bonds must meet requirements)

The Issuer will use the Proceeds of the Current Refunded Portion of the Bonds to refund the Refunded Bonds. The Issuer has complied with the covenants and restrictions with respect to arbitrage and investment requirements, yield restrictions, and post-closing restrictions on reissuance, reimbursement and change in use imposed by the Code and Regulations on the Refunded Bonds since the issue date of the Refunded Bonds so as to maintain the tax-exempt status of the interest on the Refunded Bonds. The Issuer will comply with all certifications set forth in Article VIII herein.

The Refunded Bonds were exempt from rebate requirements because they met the following exception(s):

- 6-month spending exception (current refunded portion of 2012 Capital Loan Notes)
- 24-month spending exception

#### Section 2.4 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 New Money Portion of the Project will have commenced and will proceed with due diligence to completion.

(d) Due Diligence Test. The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion.

(e) 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 2.5 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 2.6 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 in the form of an AGM insurance premium have been used in computing yield.

(c) The Bond Yield has been computed as not less than 5.585482 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:

- Six Month Exception (Current Refunded Portion)

The Gross Proceeds of the Current Refunded Portion of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue to call the Refunded Notes on June 1, 2020. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

- 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 either the 18-month or the 24-month construction bonds expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code for the New Money Portion of the Bonds.

#### Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

#### Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

### Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

### Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

### Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of

maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

### Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

## ARTICLE IV

### INVESTMENT RESTRICTIONS

#### Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

#### Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

#### Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any other



Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

#### Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.



(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

#### Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

#### Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

### ARTICLE V

#### GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

## ARTICLE VI

### AMENDMENTS AND ADDITIONAL AGREEMENTS

#### Section 6.1 Opinion of Bond Counsel: Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

#### Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

#### Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

#### Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

## ARTICLE VII

### FURTHER CERTIFICATIONS WITH RESPECT TO REFUNDING BONDS

(a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Bonds.

(b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof

have been or are expected to be used in the trade or business of any person other than the Issuer.

(c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.

(d) The Proceeds of the Refunding Bonds will be used for a current refunding and the Refunding Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Refunding Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.

(e) No Proceeds of the Refunded Bonds remain unspent. No sinking fund has been established for the Refunded Bonds. No amount of proceeds of the Refunded Bonds are invested for a temporary period or as part of a minor portion of the Refunded Bonds.

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.

\_\_\_\_\_  
Finance Director, City of Ottumwa, State of  
Iowa

(SEAL)

## EXHIBIT A

### PURCHASER'S CERTIFICATE

#### **\$4,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020 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 Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.
2. ***Defined Terms.***
  - a) *Issuer* means the City of Ottumwa, Iowa.
  - b) *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.
  - c) *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.
  - d) *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).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents 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.

[Signature Page Follows]



PIPER SANDLER & CO.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: May 14, 2020

**SCHEDULE A**  
**SALE PRICES**

*(Attached)*

01716364-1\10981-142

## 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 \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020 (the "Notes") dated May 5, 2020. The Notes are being issued pursuant to a Resolution of the Issuer approved on May 14, 2020 (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 \_\_\_\_\_, 2020.

"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 2019/2020 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 Exhibit A.

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.

b) 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 \_\_\_\_\_, 2020.

CITY OF OTTUMWA, STATE OF IOWA

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Note Issue: \$14,115,000 General Obligation and Refunding Capital Loan Notes, Series 2020

Dated Date of Issue: May 14, 2020

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: \_\_\_\_\_



# Item No. H.-12.

City of Ottumwa

2020 APR 30 PM 2:11

Staff Summary

Council Meeting of: May 5, 2020

Item No. 106-2020

Finance Department  
Department

Kala Mulder

Prepared By

*K Mulder*

Dept. Head

*Ry Ra*  
City Administrator Approval

Agenda Title: Resolution No. 106-2020, Recommendation to Transfer \$116,616.93 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19.

.....  
Recommendation: Pass and adopt Resolution 106-2020

Discussion: Outstanding payables listing through 4/22/2020 was for \$174,406.98, \$31,790.05 is to be paid by the YMCA for the youth food program. Also, VenuWorks has agreed to a discount of \$26,000 for the variable costs invoices for a total of \$116,616.93 to be paid to vendors.

**RESOLUTION NO. 106-2020**

**A RESOLUTION TRANSFERRING TO BRIDGEVIEW CENTER IN THE AMOUNT OF \$116,616.93 FOR DELINQUENT PAYABLES DUE TO LOST REVENUE RELATED TO COVID-19.**

WHEREAS, the City of Ottumwa, Iowa owns the BridgeView Center facility; and

WHEREAS, the City of Ottumwa, Iowa has entered into contract with VenuWorks to operate the facility on behalf to the city;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa the payment be made to the BridgeView Center for \$116,616.93 to satisfy the City of Ottumwa's financial obligation.

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to mitigate the ongoing expenses through the end of the fiscal year; and

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall submit a detailed written request for each month to cover costs associated with the Bridgeview Center; and

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

APPROVED, PASSED AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

# Item No. H.-13.

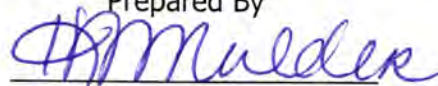
## City of Ottumwa Staff Summary

2020 MAY 30 PM 2:12  
07100

Council Meeting of: May 5, 2020

Item No. 107-2020

Finance Department  
Department

Kala Mulder  
Prepared By  
  
Dept. Head

  
City Administrator

Agenda Title: Resolution No. 107-2020 Assessing Delinquent Sewer Collection Fees on Property Taxes.

.....  
Recommendation: Pass and Adopt Resolution No. 107-2020

Discussion: We have about a dozen residents we bill sewer fees that are not connected to City water. This resolution allows delinquent fees to be assessed on property taxes. There is one property that has delinquent sewer fees totaling \$1,059.46 plus \$25.00 in administrative fees that is included in this resolution.

**RESOLUTION NO. 107-2020**

**A RESOLUTION ASSESSING DELINQUENT SEWER FEES ON  
PROPERTY TAXES**

WHEREAS, The City of Ottumwa, Iowa has adopted a sewer fee ordinance for residents hooked up to the City sewer system;

WHEREAS, The City of Ottumwa, Iowa has approved placing delinquent sewer fees on property taxes;

WHEREAS, the delinquent fees are as follows:

**NAME:** Billy Lee Skinner  
**ADDRESS:** 1405 S Ferry Street, Ottumwa, IA  
**PARCEL:** #007417500075000  
**LEGAL**  
**DESCRIPTION:** PT NE FR 1/4 SEC 2-71-14 (A L 88) (1405 S FERRY)  
**Delinquent Sewer Fees** **\$506.59**  
**City Administrative Charge** **25.00**  
**Total Fees/Charges** **\$531.59**

**NAME:** Blake Eilers  
**ADDRESS:** 1653 S Milner St  
**PARCEL:** # 007417500137000  
**LEGAL**  
**DESCRIPTION:** PT NESE COMM 843' 41/2" S OF NE CORNESE/S476'71/2"/W55.38RDS/N476'71/2"/E55.WILLIAMS SUB  
**Delinquent Sewer Fees** **\$552.87**  
**City Administrative Charge** **25.00**  
**Total Fees/Charges** **\$577.87**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA THAT the foregoing amount be assessed against the property as set forth hereinabove.

APPROVED, PASSED AND ADOPTED this 5th day of May, 2020.

City of Ottumwa, Iowa

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

# Item No. H.-14.

City of Ottumwa  
Staff Summary

2020 MAY 20 PM 2:12  
OT

Council Meeting of: May 5, 2020

Item No. 108-2020

Finance Department  
Department

Kala Mulder  
Prepared By  
K Mulder  
Dept. Head

Phy Rta  
City Administrator

Agenda Title: Resolution No. 108-2020 Assessing Delinquent Refuse Collection Fees on Property Taxes.

.....  
Recommendation: Pass and Adopt Resolution No. 108-2020

Discussion: The City Council approved mandatory refuse collection fees back in 1992. Placing these fees on property taxes has been an effective tool to assist in collection efforts. A total of four properties with delinquent refuse fees totaling \$768.09 plus an admin. fee of \$25.00 for each is included with this resolution.



**RESOLUTION NO. 108-2020**

**A RESOLUTION ASSESSING DELINQUENT REFUSE COLLECTION FEES ON PROPERTY TAXES**

WHEREAS, The City of Ottumwa, Iowa has adopted mandatory refuse collection for all City Residents;

WHEREAS, The City of Ottumwa, Iowa has approved placing delinquent refuse collection fees on property taxes;

WHEREAS, The delinquent fees are as follows:

**NAME:** Billy Lee Skinner  
**ADDRESS:** 1405 S Ferry Street, Ottumwa, IA  
**PARCEL:** #007417500075000  
**LEGAL**  
**DESCRIPTION:** PT NE FR 1/4 SEC 2-71-14 (A L 88) (1405 S FERRY)  
**Delinquent Refuse Fees** **\$226.75**  
**City Administrative Charge** **25.00**  
**Total Fees/Charges** **\$251.75**

**NAME:** Charles R. Pilcher Jr.  
**ADDRESS:** 1013 Lake Road  
**PARCEL:** #007417510001000  
**LEGAL**  
**DESCRIPTION:** PT NE 3-71-14 BG716.5'W NECOR/SW ALG HWY  
267'/W758'/N225/E 898 - BG  
**Delinquent Refuse Fees** **\$71.64**  
**City Administrative Charge** **25.00**  
**Total Fees/Charges** **\$96.64**

**NAME:** Daniel Miller  
**ADDRESS:** 1328 Bluegrass Road  
**PARCEL:** #007417560017000  
**LEGAL**  
**DESCRIPTION:** PT NESE-BG NE COR NESE/S 200'/W 81'/N200/E 81'-BG SUBJ  
TO HWY NORTH  
**Delinquent Refuse Fees** **\$53.32**  
**City Administrative Charge** **25.00**  
**Total Fees/Charges** **\$78.32**

**NAME:** Rick Bleything  
**ADDRESS:** 834 Lake Road  
**PARCEL:** # 007417560005000

**LEGAL**

**DESCRIPTION:** PT SE SE SEC. 34-72-14 & PT SW SW SEC. 35-72-14 KNOWN AS LOT 6 A B WILLIAMS SUB

<b>Delinquent Refuse Fees</b>	<b>\$167.29</b>
<b>City Administrative Charge</b>	<b><u>25.00</u></b>
<b>Total Fees/Charges</b>	<b><u>\$192.29</u></b>

**NAME:** Blake Eilers  
**ADDRESS:** 1653 S Milner St  
**PARCEL:** # 007417500137000

**LEGAL**

**DESCRIPTION:** PT NESE COMM 843' 41/2" S OF NE CORNESE/S476'71/2"/W55.38RDS/N476'71/2"/E55.WILLIAMS SUB

<b>Delinquent Refuse Fees</b>	<b>\$249.09</b>
<b>City Administrative Charge</b>	<b><u>25.00</u></b>
<b>Total Fees/Charges</b>	<b><u>\$274.09</u></b>

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA THAT the foregoing amounts be assessed against the respective properties as set forth hereinabove.

APPROVED, PASSED AND ADOPTED this 5th day of May 2020.

City of Ottumwa, Iowa

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

Item No. H.-15.

CITY OF OTTUMWA

2020 7:30 PM 2:11 Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: May 5, 2020

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*[Signature]*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #109-2020. Approving Additional Professional Services at the hourly rate schedule between V&K and the City of Ottumwa for the Build Grant Program.

\*\*\*\*\*

RECOMMENDATION: Pass and adopt Resolution #109-2020 for additional professional services at the proposed hourly rates to develop estimates for a Build Grant Application.

DISCUSSION: City Council approved an hourly rate schedule for professional services between V & K and the City of Ottumwa on May 21, 2019.

During the past several years multiple downtown partners have developed general concept plans to redevelop the downtown riverfront areas. Major components would include continued development of complete streets along the Main Street corridor branching off to include, Washington Street (Main Street to Second Street) Market Street (Main Street to Market Street Bridge).

Public Works in conjunction with V&K developed cost estimates for multiple proposed street redevelopment and parking improvements under this proposed hourly rate schedule. This information will be used as one component to develop a Build Grant application.

During the preceding year, multiple versions required additional efforts and increased the required consulting hours in the development and coordination of listed projects.

The first phase of the engineering services was estimated to be less than \$24,500. Additional services are estimated not to exceed an additional \$5,000 and would be funded by the RU fund balance for a new contract total of \$29,500.

Regional Planning Staff in coordination with Legacy continue to develop all other needed information such as environmental assessments requirements, grant narrative and support information.

Other major components include multiple housing developments complexes which are currently being

Source of Funds: RU

Budgeted Item: No

Budget Amendment Needed: Yes

pursued by our Planning Department. Redevelopment of the Amtrak station, Ballingall Park Area, Muni Parking Lot and sewer and storm infrastructure as needed.

The Build Grant submittal date has changed to May 18<sup>th</sup> 2020.

Source of Funds: RU

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #109-2020

A RESOLUTION APPROVING ADDITIONAL PROFESSIONAL SERVICES BETWEEN  
THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR THE BUILD GRANT  
PROGRAM

WHEREAS, The City Council approved an hourly rate schedule for professional services between V & K and the City of Ottumwa on May 21, 2019 for the Build Grant Program; and

WHEREAS, This resolution will approve additional professional services at the proposed hourly rate schedule not to exceed an additional \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said additional professional services at the proposed hourly rate schedule between the City of Ottumwa and Veenstra & Kimm, Inc. is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of May 2020.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk



VEENSTRA & KIMM, INC.  
 HOURLY RATES BY EMPLOYEE CLASSIFICATION  
 (Effective July 2018)

Management I.....	\$172.00
Management II.....	170.00
Process Engineer.....	193.00
Engineer I-A.....	172.00
Engineer I-B.....	162.00
Engineer I-C.....	154.00
Engineer II-A.....	140.00
Engineer II-B.....	129.00
Engineer III-A.....	122.00
Engineer III-B.....	118.00
Engineer III-C.....	115.00
Engineer IV.....	111.00
Engineer V.....	102.00
Engineer VI.....	99.00
Engineer VII.....	91.00
Engineer VIII.....	87.00
Engineer IX.....	81.00
Engineer X.....	74.00
Engineer XI.....	67.00
Accountant I.....	100.00
Accountant II.....	60.00
IT I.....	125.00
IT II.....	95.00
Design Technician I.....	97.00
Planner I.....	108.00
Planner II.....	75.00
Planner III.....	69.00
Drafter IA.....	96.00
Drafter IB.....	89.00
Drafter II.....	84.00
Drafter III.....	79.00
Drafter IV.....	72.00
Drafter V.....	61.00
Drafter VI.....	58.00
Drafter VII.....	45.00
Clerical I.....	89.00
Clerical II.....	61.00
Clerical III.....	53.00
Clerical IV.....	46.00
Clerical V.....	36.00
Construction Manager.....	166.00
Surveyor I.....	115.00
Surveyor II.....	96.00
Technician I.....	86.00
Technician II.....	79.00
Technician III.....	73.00
Technician IV.....	69.00
Technician V.....	62.00
Technician VI.....	58.00
Technician VII.....	49.00
Technician VIII.....	43.00
Technician IX.....	35.00
Building Inspector I.....	154.00
Building Inspector I-A.....	108.00
Building Inspector II.....	83.00
Building Inspector III.....	61.00

Robotics .....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station .....	20.00/Hour
Total Station Robotics .....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler .....	45.00/Hour
Mileage .....	.545¢/Mile