

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 9
Council Chambers, City Hall

March 19, 2019
5:30 O'Clock P.M.

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 8 on March 5, 2019 as presented.
2. Acknowledgement of February financial report and payment of bills as submitted by the Finance Department.
3. Reappointment of Peg Lazio and Marilyn Watts to the Planning and Zoning Commission, terms to expire 4/01/2024 and Appointment of John Swarney to the Public Safety Advisory Committee due to a vacancy, term to expire 10/01/2019.
4. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway #1012, 2508 N. Court Street.
5. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway #1013, 534 Church Street.
6. Approve Drug Task Force Bryne-JAG Grant submission via internet and authorize the Mayor to sign all related documents.
7. Approve the purchase of a Shel Lab Thermoelectric Cooled Incubator from North Central Laboratories of Birnamwood, WI for the quoted price of \$5,115.
8. Approve a two-year lease agreement and authorize the Mayor to sign the lease with YOUuniversal Products, LLC, for space in Building No. 34 at the Ottumwa Regional Airport.
9. Set April 2, 2019 as the date for a public hearing on the plans, specifications, form of contract, and estimated cost for the 2019 Asphalt Street Repair Program.
10. Set April 2, 2019 as the date for a public hearing on the plans, specifications, form of contract, and estimated cost for the 2019 Catch Basin Replacement Program.
11. Set April 2, 2019 as the date for a public hearing on the plans, specifications, form of contract, and estimated cost for the 2019 Sanitary Utility Access Program.
12. Set April 2, 2019 as the date for a public hearing on the plans, specifications, form of contract, and estimated cost for the 2019 Street Crack & Seal Program.
13. Set April 2, 2019 as the date for a public hearing on the plans, specifications, form of contract, and estimated cost for the 2019 Sidewalk Drop Program.
14. Resolution No. 48-2019, setting the date for a public hearing on the intent to dispose of City owned property located at 430 S. Milner.
15. Resolution No. 53-2019, Approving the contract, bond, and certificate of insurance for the Beach Phase 4, Contract B, Slide Restoration Project 2019.
16. Resolution No. 55-2019, Approving the contract, bond, and certificate of insurance for the North Jefferson Street Reconstruction Project.
17. Beer and/or liquor applications for: Smokin Jo, 618 Church Street; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. REPORTS FROM CITY OFFICERS, BOARDS, COMMISSIONS, COMMITTEES:

1. Development of hotel at Bridge View Center – timeline of anticipated events.
2. City Policy Regarding the Disposal of Surplus City Property – Council action on 4/2/19.
3. Business License Discussion – Council action on 4/2/19.
4. Make Ottumwa Shine
5. State of the Community Address - 4/4/19 at the Hub.

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 report and contract award for asbestos removal and demolition of 2010 Bertha Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition of 2010 Bertha Street to Dan Laursen of Ottumwa, Iowa, in the amount of \$6,800.

2. Bid report and contract award for asbestos removal and demolition of 1010 East 4th Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition of 1010 East Fourth Street to Dan Laursen of Ottumwa, Iowa, in the amount of \$15,100.

G. PUBLIC HEARING:

1. This is the time, place, and date set for a public hearing on the plans, specifications, form of contract, and estimated cost for the East Alta Vista Reconstruction Project.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 23-2019, approving the plans, specifications, form of contract, and estimated cost for the East Alta Vista Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 23-2019.

2. This is the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the Beach Phase 3 – Sound Replacement System Project.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 56-2019, approving the plans, specifications, form of contract, and estimated cost for the Beach Phase 3 – Sound Replacement System Project.

RECOMMENDATION: Pass and adopt Resolution No. 56-2019.

H. RESOLUTIONS:

1. Resolution No. 47-2019, authorizing the Mayor to sign the Contract for CDBG Grant Administration Services with Area 15 Regional Planning Commission for the Streetscape Project.

RECOMMENDATION: Pass and adopt Resolution No. 47-2019.

2. Resolution No. 49-2019, appointing Bankers Trust Company of Des Moines, Iowa to serve as Paying Agent, Bond Registrar, and Transfer Agent, approving the Paying Agent and Bond Registrar and Transfer Agent Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 49-2019.

3. Resolution No. 50-2019, authorizing and providing for the issuance of \$1,870,000.00 General Obligation Urban Renewal Bonds, Series 2019B, and Amending the levy of Taxes to pay said bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

RECOMMENDATION: Pass and adopt Resolution No. 50-2019.

4. Resolution No. 51-2019, appointing Bankers Trust Company of Des Moines, Iowa to serve as Paying Agent, Bond Registrar, and Transfer Agent, approving the Paying Agent and Bond Registrar and Transfer Agent Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 51-2019.

5. Resolution No. 52-2019, authorizing and providing for the issuance of \$5,655,000.00 General Obligation Bonds, Series 2019A, and Amending the levy of Taxes to pay said bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

RECOMMENDATION: Pass and adopt Resolution No. 52-2019.

6. Resolution No. 54-2019, awarding the contract for Phase 4 – Beach Renovations; Installation of New Wave Generation Equipment to Winger Companies of Ottumwa, Iowa, in the amount of \$28,000.

RECOMMENDATION: Pass and adopt Resolution No. 54-2019.

7. Resolution No. 57-2019, approving Change Order No. 1 and accepting the work as final and complete and approving final pay request for the 2018 RFP#8 – Jefferson Brick Sewer Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 57-2019.

8. Resolution No. 59-2019, approve the purchase of Manhole Box out Repair Kit from Critex, LLC of Delphos, OH, in the amount of \$29,378.65 including freight charges.

RECOMMENDATION: Pass and adopt Resolution No. 59-2019.

I. ORDINANCES:

J. PUBLIC FORUM:

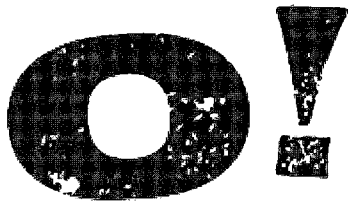
The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting 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

1. Mayor and Council Reports

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 3/15/19 TIME: 8:00 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #09 to be held on 3/19/19.

*** FAX MULTI TX REPORT ***

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KTVO
Ottumwa Courier
KBIZ/KTWA
TOM FM



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MEMO: Tentative Agenda for the Regular City Council Meeting #09 to be held on 3/19/19.

OTTUMWA CITY COUNCIL MINUTES **Item No. B.-1.**

REGULAR MEETING NO. 8
Council Chambers, City Hall

March 5, 2019
5:30 O'Clock P.M.

The meeting convened at 5:33 P.M.

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

Roe moved, seconded by Berg to approve the following consent agenda items: Mins. from Regular Mtg. No. 7 on Feb. 19, 2019 as presented; Appointment of Drake Livingston to the Historic Preservation Brd. due to a vacancy, term to expire 1/01/2022; Consid. of Ack./Settlement Agt. between the City of Ottumwa and Elliott Oil Co. d/b/a BP Station (1340 Albia Rd.); Consid. of Ack./Settlement Agt. between the City of Ottumwa and Elliott Oil Co. d/b/a BP Station (1049 W. Second St.); Consid. of Ack./Settlement Agt. between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Drugstore (1140 N. Jefferson St.); Consid. of Ack./Settlement Agt. between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Gas #2 (2457 N. Court); Consid. of Ack./Settlement Agt. between the City of Ottumwa and Stop & Go Drive Thru located at 516 S. Madison Ave.; Authorize the purchase of replacement copiers in the amount of \$1252.58 per month for 60 months from Infomax; Approve Salvage Dealer's Lic. renewal for Courtney's Car Crushing & Scrap, 825 Hayne St.; Res. No. 40-2019, authorizing pymt. for renewal of the City liability and property insurance for March 16, 2019 until March 15, 2020 in the amount of \$405,215.52; Res. No. 44-2019, Approving the contract, bond, and cert. of insurance for the WPCF Primary Clarifier Valve Replacement Proj.; Beer and/or liquor applications for: Market on Main, 331 E Main St. with outdoor service area; all applications pending final inspections. All ayes.

Dalbey moved, seconded by Streeby to approve the agenda as presented. All ayes.

Mayor Lazio introduced CVB Dir., Wartenberg. Items of note: Want to develop a signature event to get people familiar with Ottumwa and SE Iowa, 28 Reasons we love Ottumwa was a successful Instagram campaign in Feb. 2019, continued efforts for development of Reg. Mktg. Initiative, Babe Ruth World Series to return in 2021, Gateway and Wayfinding signage initiative – CVB has taken the lead on this proj., festival/event economic impact model, continued Destination Advocacy Training.

City Admin. Morris reported the following:

- He and Councilwoman Berg represented Ottumwa during conference call with Alliant Energy to discuss electric car charging stations. Looking at price points, infrastructure needs and potential funding sources. Report in front of Council in the next few weeks.
- Attended the Airport Pre-Con Mtg., along with Mayor Lazio, City Attorney Keith, and Airport Supv. Cobler last wk. hosted by Kirkham Michael for the 13/31 Airport Runway Reconstruction proj. Tentative start date April 1, 2019.
- Working closely with Steve Dust at Legacy to initiate a State of the Community Address.
- We will have our first community mtg. sometime in April.

Councilwoman Berg stated a goal Council has for City Admin. Morris is to create a policy guidebook on how the City communicates with the public (i.e. project updates) along with ways to improve our communication. This is currently being drafted -will be brought to Council for approval at a later date.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. Keith Caviness would like to address Council on Item G-1.

Roe moved, seconded by Dalbey to reject bid recvd. on Beach Ph. 4, Contract A, Slide Restoration Proj. 2019. Parks & Rec Dir. Rathje reported one bid was received in the amount of \$129,000 which is

significantly higher than the engineer's opinion of cost of \$35,000. Staff recommends rejection of the lone bid and rebid the proj. with a revised start date of Sept. 1, 2019. All ayes.

Streeby moved, seconded by Roe to award the contract for the 2019 RFP #1, Blake's Branch Box Sewer Cleaning to DC Concrete and Construction of Douds, Iowa, in the amount of \$16,700. Public Works Dir. Seals reported three bids were received. All ayes.

Dalbey moved, seconded by Streeby to award the contract for 2019 RFP #2, Benton St. Brick Sewer Repairs to Christy Construction of Ottumwa, Iowa, in the amount of \$7,986. Public Works Dir. Seals reported one bid was received. All ayes.

Streeby moved, seconded by Roe to award the contract for the 2019 RFP #3, Ray St. Concrete to Turner Concrete of Ottumwa, Iowa, in the amount of \$19,765. Public Works Dir. Seals reported four bids were received. All ayes.

Streeby moved, seconded by Berg to award the contract for the 2019 RFP #4, Montagne Ln. Pavement to McClure and Co. Concrete of Floris, Iowa, in the amount of \$6,110. Public Works Dir. Seals reported four bids were received. All ayes.

This was the time, place, and date set for a public hearing on the proposed adoption of the 2020 City Budget. Finance Dir. Jay reported the city tax levy is increasing .51 per \$1,000 taxable valuation. Taxable valuation increased \$16,167,708.00. City property taxes consist of approx. 48% of the total property taxes paid by the City residents. The City increased the Trust & Agency levy \$1.00 and reduced the Debt Service levy .49 cents. Keith Caviness - although .51 cents doesn't sound like much, Council is responsible for providing input and suggestions to the Finance Dir. to try to maintain or lower this amount. Ottumwa has a reputation as being one of the highest taxed communities in Iowa. Suggest with the next budget, see Council work on going the other direction. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 41-2019, adopting the annual budget for the fiscal year ending June 30, 2020, be passed and adopted. Mayor Lazio asked Finance Dir. Jay if he received any written or other comments to his office - No, none. All ayes.

Streeby moved, seconded by Berg that Res. No. 24-2019, approving Change Order No. 2, for the Wapello St. and Albia Rd. Roundabout Proj., be passed and adopted. Public Works Dir. Seals reported Change Order No. 2 accounts for all change orders done to open Ph. II during winter shutdown, increasing the contract \$5,694.15. Total new contract amount \$775,620.49. Ayes: Berg, Stevens, Streeby. Nays: Dalbey, Roe. Motion passed.

Streeby moved, seconded by Stevens that Res. No. 42-2019, directing sale of \$5,665,000 (subject to adjustment per terms of offering) Gen. Obligation Bonds, Series 2019A, be passed and adopted. Finance Dir. Jay stated these bonds will be used to finance 2019 CIP projects. Maggie Burger and John Murphey, Speer Financial, Inc., presented. Ten bids were received, with best bid Robert W. Baird & Co., Inc. of Milwaukee, WI. Series 2019A Bonds awarded to Robert W. Baird & Co., Inc. at a price of \$5,869,540.30, being at a true interest rate of 2.1701%. All ayes.

Roe moved, seconded by Streeby that Res. No. 43-2019, directing sale of \$1,870,000 (subject to adjustment per terms of offering) Gen. Obligation Urban Ren. Bonds, Series 2019B, be passed and adopted. Finance Dir. Jay stated these bonds will be used to finance 2019 CIP Airport and Beach Projects. Maggie Burger and John Murphey, Speer Financial, Inc., presented. Nine bids were received,

with best bid Robert W. Baird & Co., Inc. of Milwaukee, WI. Series 2019B Bonds awarded to Robert W. Baird & Co., Inc. at a price of \$1,945,978.05, being at a true interest rate of 2.1665%. All ayes.

Dalbey moved, seconded by Roe that Res. No. 45-2019, awarding the contract for the Beach Ph. 4, Contract B, Slide Restoration Proj. 2019, to A1A Sandblasting (Iowa) of Menahga, Minnesota, in the amount of \$66,500.00, be passed and adopted. Parks & Rec. Dir. Rathje reported two bids were received. Contract B consists of performing designated repairs and refinishing/repainting of the four fiberglass waterslides. All ayes.

Dalbey moved, seconded by Stevens that Res. No. 46-2019, awarding the contract for the North Jefferson St. Reconstruction Proj. to Jones Contracting Corp. of West Point, Iowa, in the amount of \$794,777, be passed and adopted. Public Works Dir. Seals reported five bids were received. The proj. will include installation of sanitary, storm and water mains. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Keith Caviness wanted to discuss proposed changes to parking that will occur during the Downtown Streetscape Proj. for the businesses on Main St. If you can find a way to improve (and not eliminate) angle parking in the 100 and 300 blocks of East Main, you will find downtown merchants receptive to this plan. Communication between the City and merchants on how they can manage their businesses during construction would also be beneficial.

Streeby moved, seconded by Stevens that the meeting recess and reconvene in Room 108 for closed session proceedings. All ayes. The meeting recessed at 6:34 P.M.

REGULAR MEETING NO. 8
Room 108, City Hall

March 5, 2019
6:40 O'Clock P.M.

The meeting convened at 6:40 P.M.

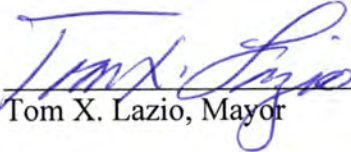
Present were Council Member Berg, Dalbey, Roe, Stevens, Streeby and Mayor Lazio.

Roe moved, seconded by Dalbey to enter closed session in accordance with the Iowa Code Section 21.5(1) (i). ("To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.") for the purpose of conducting the City Clerk's performance evaluation. All ayes.

The meeting entered closed session at 6:42 P.M.

Streeby moved, seconded by Berg to return to open session for adjournment at 7:00 P.M. All ayes.

Roe moved, seconded by Streeby that the meeting adjourn. All ayes. Adjournment was at 7:00 P.M.


Tom X. Lazio, Mayor



ATTEST:


Christina Reinhard, City Clerk

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	200611	02/15/2019	42.95	BLDG MAINT & REPAIR
00320	ACCO	200413	02/01/2019	245.13	OPERATING SUPPLIES
00681	AFLAC	200500	02/08/2019	1,911.96	AFLAC DEDUCTION PAYABLE
00688	AFSCME/IA COUNCIL 61	200698	02/22/2019	141.00	LIBRARY UNION DUES PAYABL
00800	AHLERS & COONEY P.C.	200501	02/08/2019	14,092.50	LEGAL FEES
01293	ALIMED, INC.	200414	02/01/2019	72.69	SUSTENANCE SUPPLIES
01297	NOAH ALJETS	200699	02/22/2019	56.00	TRAVEL & CONFERENCE
01700	ALLIANT ENERGY/IPL	200614	02/15/2019	96,402.08	ELECTRIC
02080	ALTORFER INC.	200503	02/08/2019	1,416.51	VHCL MTCE SUPPLIES
02101	AMAZON CAPITAL SERVICES	200504	02/08/2019	2,543.13	OTHER SMALL CAPITAL
03641	AMERICAN TRAFFIC SAFETY	200702	02/22/2019	873.39	STREET MAINT SUPPLIES
04962	APPARATUS TESTING SERVICE	200615	02/15/2019	1,221.50	VHCL MTCE SUPPLIES
05116	ARAMARK	200616	02/15/2019	410.28	JANITORIAL
05117	ARAMARK	200416	02/01/2019	42.98	SUSTENANCE SUPPLIES
05124	ARCHANGEL SERVICES, LLC	200417	02/01/2019	2,316.67	MISC CONTRACT WORK
05370	AREA XV REGIONAL PLANNING	200505	02/08/2019	3,391.30	CONTRACTUAL SERVICES
05450A	ARNOLD MOTOR SUPPLY, LLP	200506	02/08/2019	423.47	VHCL MTCE SUPPLIES
05670	ATHENS TECHNICAL SPECIAL	200418	02/01/2019	662.29	OTHER PROF SERV
05700	ATOMIC TERMITE & PEST	200507	02/08/2019	130.00	RAMP MAINT & REPAIR
06006	BP	200617	02/15/2019	1,419.61	VHCL-FUEL
06481	BAILEY OFFICE OUTFITTERS	200509	02/08/2019	1,306.94	OFFICE SUPPLIES
06780	BAKER & TAYLOR	200510	02/08/2019	205.43	LIBRARY MAT.-JAMES ESTATE
06994	BANLEACO	200419	02/01/2019	955.55	CONTRACTUAL SERVICES
07010	BARCO MUNICIPAL PROD INC	200704	02/22/2019	364.32	STREET MAINT SUPPLIES
07016	BARKER LEMAR ENGINEERING	200705	02/22/2019	17,897.50	ENGINEERING
07873	JASON BELL	200706	02/22/2019	8.00	TRAVEL & CONFERENCE
07879	CORY BERGE	200420	02/01/2019	195.00	TRAINING
09341	BLACKHAWK BODYSHOP AND	200707	02/22/2019	1,312.00	CENTRAL GARAGE/VEHICLES
09360	BLACK'S TIRE COMPANY LLC	200512	02/08/2019	4,787.89	VHCL MTCE SUPPLIES
09522	WELLMARK BC & BS OF IOWA	200708	02/22/2019	22,169.09	MEDICARE PREMIUMS
09528	BLUETARP FINANCIAL, INC.	200709	02/22/2019	39.99	OPERATING SUPPLIES
10079	BOUND TREE MEDICAL, LLC	200710	02/22/2019	94.96	TOOLS & SMALL EQUIP
11494	BRIDGE CITY TV & APPLIANCE	200421	02/01/2019	429.00	SUSTENANCE SUPPLIES
11496	BRIDGE CITY SANITATION LLC	200618	02/15/2019	136,255.60	OTHER PROF SERV
12500	BUB'S TREE CARE	200712	02/22/2019	4,150.00	TREE TRIMMING
13579	C&C MANUFACTURING LLC	200713	02/22/2019	271.11	VHCL MTCE SUPPLIES
13607	CFI TIRE SERVICE	200620	02/15/2019	2,070.48	VHCL MTCE SUPPLIES
13609	CIT	200714	02/22/2019	384.39	OFFICE SUPPLIES
13646	CALHOUN-BURNS & ASSOC INC	200514	02/08/2019	2,625.00	ENGINEERING
14236	GREG CANTRELL	200515	02/08/2019	32.00	TRAINING
14315	CAPITAL CITY BOILER &	200715	02/22/2019	1,896.00	BUILDING MAINTENANCE REPA
15600	CARROLL DISTRIBUTING	200516	02/08/2019	983.79	TOOLS & SMALL EQUIP
16265	CENTER POINT LARGE PRINT	200621	02/15/2019	170.16	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	200622	02/15/2019	667.11	VHCL MTCE SUPPLIES
16310A	CENTRAL SERVICE & SUPPLY,	200716	02/22/2019	161.32	OPERATING SUPPLIES
16325	CENTRE STATE INTERNTL	200423	02/01/2019	241.07	VHCL MTCE SUPPLIES
16402	CENTURYLINK	200425	02/01/2019	4,339.31	TELEPHONE/IT
16403	CENTURYLINK	200719	02/22/2019	192.88	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	200720	02/22/2019	104,156.60	CONTRACTUAL SERVICES
17520	CHRISTY CONSTRUCTION CO	200624	02/15/2019	484.25	CONTRACTUAL SERVICES
17620	CINTAS CORPORATION	200427	02/01/2019	114.52	SUSTENANCE SUPPLIES
17621	CINTAS LOC 22M	200520	02/08/2019	69.89	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	200428	02/01/2019	280.00	CASH INVESTED PASSBK SVNG
18379	CLEMONS INC OF OTTUMWA	200521	02/08/2019	1,446.75	VHCL MTCE SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
18502	CLUB SENTRY SOFTWARE	200429	02/01/2019	32.95	TECHNOLOGY SERVICES
18978	COLLABORATIVE LABORATORY	200625	02/15/2019	110.00	EMPLOYEE PHYSICALS/TESTS
18980	COLLECTION SERVICES	200522	02/08/2019	4,838.00	CHILD SUPPORT PAYABLE
19674	COMMERCIAL APPRAISERS OF	200626	02/15/2019	1,000.00	MISCELLANEOUS
20085	COMPUTER INFORMATION	200723	02/22/2019	13,992.00	OFFICE/COMP. EQUIP MAINT.
20329	RICHARD OR KRIS CONLEY	200627	02/15/2019	280.00	JANITORIAL
20332	CONFLUENCE, INC	200628	02/15/2019	3,828.84	CONTRACTUAL SERVICES
20425	CONSOLIDATED MANAGEMENT	200430	02/01/2019	3,862.23	TRAVEL & CONFERENCE
21402	COUNTRY INN & SUITES	200724	02/22/2019	181.44	TRAVEL & CONFERENCE
21500	RAY COVERT	200725	02/22/2019	172.56	TRAVEL & CONFERENCE
21822	CREATIVE PRODUCT SOURCING	200629	02/15/2019	716.46	OPERATING SUPPLIES
21825	CREDIT UNION	200726	02/22/2019	39,011.49	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	200727	02/22/2019	12,056.73	STREET MAINT SUPPLIES
22095	CRYOTECH DEICING TECH	200728	02/22/2019	3,074.00	STREET MAINT SUPPLIES
22467A	DLT SOLUTIONS, LLC	200525	02/08/2019	1,974.94	TRAINING
22469	DJ CLEANING COMPANY	200432	02/01/2019	1,900.00	JANITORIAL
22479	D P PLUMBING	200729	02/22/2019	30.00	PLUMBING PERMITS
22608	DANI'S AUTO SUPPLY LLC	200528	02/08/2019	2,152.45	VHCL MTCSE SUPPLIES
23032	JO ANNE DAVIS	200529	02/08/2019	43.35	OPERATING SUPPLIES
23985	DENISES ALTERATIONS	200530	02/08/2019	79.00	SUSTENANCE SUPPLIES
24330	DEFRANS TOWING SERVICE	200433	02/01/2019	2,210.00	EQUIP REPAIR
24341	KYLE DERONDE	200532	02/08/2019	149.24	SUSTENANCE SUPPLIES
25019	THE DOG HOUSE TAVERN	200732	02/22/2019	633.75	REFUNDS
25355	GARY DOUD	200733	02/22/2019	38.00	TRAVEL & CONFERENCE
25390	R. D. DRENKOW & CO INC	200734	02/22/2019	4,671.30	R.D. DRENKOW/FLEX PAY
25585	DUPERON CORPORATION	200631	02/15/2019	1,849.50	OPERATING SUPPLIES
25587	DURHAM SCHOOL SERVICES	200632	02/15/2019	213.76	OPERATING SUPPLIES
25593	DXP ENTERPRISES, INC.	200534	02/08/2019	130.24	VHCL MTCSE SUPPLIES
26041	EAGLE ENGRAVING, INC	200735	02/22/2019	2,011.20	OTHER SMALL CAPITAL
26640	ECOSYSTEMS INC	200633	02/15/2019	12,393.00	SLUDGE HAULING
27010	ELECTRICAL ENG & EQUIP CO	200536	02/08/2019	207.70	STREET MAINT SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	200537	02/08/2019	6,783.06	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	200635	02/15/2019	16,167.01	VHCL-FUEL
27518	EMERGENCY MEDICAL PRODUCT	200538	02/08/2019	239.90	TOOLS & SMALL EQUIP
28610	EYES & EARS	200636	02/15/2019	750.00	PUBLIC INFORMATION
29300	FASTENAL COMPANY	200637	02/15/2019	663.64	VHCL MTCSE SUPPLIES
29829	FIDELITY SECURITY LIFE	200436	02/01/2019	1,489.49	AVESIS PAYABLE
30120	FIRE SERVICE TRAINING	200738	02/22/2019	304.40	BOOKS FILMS RECORDING/ART
30148	FIREMANS ASSC	200739	02/22/2019	1,731.00	FIRE UNION DUES PAYABLE
30560	FISHER SCIENTIFIC	200638	02/15/2019	363.48	LAB SUPPLIES
31028	FOUDREE GRAPHICS & SIGNS	200437	02/01/2019	2,112.32	VHCL MTCSE SUPPLIES
31427	FYE EXCAVATING, INC.	200740	02/22/2019	13,746.50	CONTRACTUAL SERVICES
31448	GSA SYSTEMS INTEGRATORS,	200741	02/22/2019	2,485.00	TRAVEL & CONFERENCE
31459	GRP & ASSOCIATES	200742	02/22/2019	142.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC	200540	02/08/2019	6,004.64	SUSTENANCE SUPPLIES
31690	GAMMA SCIENTIFIC INC.	200439	02/01/2019	760.00	STREET MAINT SUPPLIES
31797	GARDEN & ASSOCIATES LTD	200440	02/01/2019	12,365.04	CONTRACTUAL SERVICES
33635	GREAT WESTERN SUPPLY CO	200541	02/08/2019	873.79	OPERATING SUPPLIES
34332	HDR ENGINEERING, INC.	200743	02/22/2019	1,991.83	ENGINEERING
34664	JOHN HALL & ASSOC. PLLC	200441	02/01/2019	5,329.03	LEGAL FEES
34900	HAMILTON PRODUCE COMPANY	200542	02/08/2019	2,078.53	STREET MAINT SUPPLIES
35430	HARRISON MORELAND WEBBER	200442	02/01/2019	1,076.25	LEGAL FEES
36074	HAWKEYE ENVIRONMENTAL	200744	02/22/2019	3,325.00	CONTRACTUAL SERVICES
36083	HAWKEYE TRUCK EQUIPMENT	200543	02/08/2019	11,101.32	OTHER CAPITAL EQUIP

CITY OF OTTUMWA
 VENDOR PAYMENT REPORT

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
36302	HEARTLAND HUMANE SOCIETY	200640	02/15/2019	214.00	OTHER PROF SERV
36375	HEAVEN'S BEST	200445	02/01/2019	1,490.00	BLDG MAINT & REPAIR
36850	HICKMUTH REPAIR, INC.	200544	02/08/2019	13.90	VHCL MTCE SUPPLIES
37415	HICKENBOTTOM INC	200545	02/08/2019	299.47	OPERATING SUPPLIES
37423	BRAD HIGGINS	200446	02/01/2019	200.00	SUSTENANCE SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	200641	02/15/2019	178.00	ADVERT/LEGAL PUBL
38281	WALTER HORNBACK	200547	02/08/2019	32.00	TRAINING
38610	HOTSY CLEANING SYSTEMS	200448	02/01/2019	131.16	OPERATING SUPPLIES
38779	ALICIA HOUK	200745	02/22/2019	61.25	BLDG MAINT & REPAIR
39125	MICKEY HUCKS	200746	02/22/2019	56.00	TRAVEL & CONFERENCE
39180	HUTCHINSON SALT COMPANY	200548	02/08/2019	15,148.96	STREET MAINT SUPPLIES
39438	HY-VEE ACCOUNTS RECEIVABL	200747	02/22/2019	269.33	PROGRAM SUPPLIES
40018	IAPMA	200549	02/08/2019	50.00	DUES & MEMBERSHIPS
41480	ICWA RETIREMENT TRUST 457	200748	02/22/2019	4,283.52	ICWA DEF COMP PAYABLE
41504C	IMFOA	200551	02/08/2019	70.00	DUES & MEMBERSHIPS
41505	IMWCA	200749	02/22/2019	17,850.01	POLICE W/C 411 CLAIMS
41761	INDIAN HILLS COMM COLLEGE	200643	02/15/2019	1,323.00	TRAINING
41920A	INDUSTRIAL CHEMICAL CO IN	200450	02/01/2019	106.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	200750	02/22/2019	145.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	200645	02/15/2019	765.81	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	200646	02/15/2019	2,273.13	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	200647	02/15/2019	367.28	VHCL MTCE SUPPLIES
43264	INTERSTATE ALL BATTERY CE	200751	02/22/2019	29.98	TOOLS & SMALL EQUIP
43265	INTERSTATE BATTERY	200648	02/15/2019	397.80	VHCL MTCE SUPPLIES
43498	IOWA DEPT OF JUSTICE	200649	02/15/2019	1,584.28	OPERATING SUPPLIES
43506	IOWA DEPT TRANSPORTATION	200453	02/01/2019	2,070.07	MISCELLANEOUS
43521	IOWA DEPT NATURAL RESOURC	200454	02/01/2019	525.00	ENGINEERING
43785A	IOWA HAZMAT TASK FORCE	200650	02/15/2019	100.00	DUES & MEMBERSHIPS
43880A	IA LAW ENFORCEMENT ACADEM	200753	02/22/2019	19,395.00	TRAINING
43999	IOWA ONE CALL	200455	02/01/2019	134.10	TELEPHONE/IT
44039	IOWA PUBLIC AIRPORTS ASSC	200456	02/01/2019	175.00	DUES & MEMBERSHIPS
45974	JOHN DEERE FINANCIAL	200754	02/22/2019	468.04	SUSTENANCE SUPPLIES
48017	KELTEK INCORPORATED	200457	02/01/2019	258.78	VHCL MTCE SUPPLIES
48769	KEYSTONE LABORATORIES INC	200755	02/22/2019	187.20	ENGINEERING
49042	KIRKHAM MICHAEL	200553	02/08/2019	11,326.09	INFRASTRUCTURE
49206	KLOTT DOOR SERVICE LLC	200756	02/22/2019	384.45	BLDG MAINT & REPAIR
49207	KLINGNER & ASSOC. P.C.	200458	02/01/2019	3,798.49	CONTRACTUAL SERVICES
49500	KNIGHTS OF COLUMBUS	200757	02/22/2019	200.00	PROGRAM SUPPLIES
49795	KRISS PREMIUM PRODUCTS	200460	02/01/2019	66.68	BLDG MAINT & REPAIR
49804D	KRONOS	200758	02/22/2019	1,891.29	CONTRACTUAL SERVICES
50560	BOB LANCASTER OIL CO INC	200461	02/01/2019	5,478.24	VHCL-FUEL
50620	LANGMAN CONSTRUCTION, INC	200462	02/01/2019	4,646.35	CONTRACTUAL SERVICES
52254	LISCO	200653	02/15/2019	223.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	200654	02/15/2019	173.49	BLDG MAINT & REPAIR
54181	MAHER PLUMBING & HEATING	200555	02/08/2019	405.00	BLDG MAINT & REPAIR
54390	MANATT'S INC	200556	02/08/2019	496.44	STREET MAINT SUPPLIES
55306	MASTER'S TRANSPORTATION I	200609	02/11/2019	128,387.00	CAPITAL IMPROVEMENT
55306A	MASTER'S TRANSPORTATION I	200610	02/11/2019	45,774.00	CAPITAL IMPROVEMENT
55311	MASSMUTUAL RETIREMENT SER	200759	02/22/2019	500.00	HARTFORD DEF COMP PAYABLE
55507	TOM MCANDREW	200760	02/22/2019	8.00	TRAVEL & CONFERENCE
57195	MCMASTER-CARR	200761	02/22/2019	139.64	OPERATING SUPPLIES
57385	MENARDS	200559	02/08/2019	2,160.08	TOOLS & SMALL EQUIP
57388	MENKE PROFESSIONAL AUTO P	200560	02/08/2019	1,363.01	VHCL MTCE SUPPLIES
57409	MERKY CLINICS OCCUPATIONA	200561	02/08/2019	2,472.00	EMPLOYEE PHYSICALS/TESTS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
57518	SYMETRA LIFE INSURANCE CO	200464	02/01/2019	9,353.19	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	200563	02/08/2019	2,992.82	NATURAL GAS
58555	MID-IOWA SOLID WASTE	200763	02/22/2019	527.22	VHCL MTCE SUPPLIES
59301	MIDWEST AUTO GLASS & TIRE	200656	02/15/2019	238.44	CENTRAL GARAGE/VEHICLES
59382	MIDWEST TAPE	200657	02/15/2019	13.29	LIBRARY MAT.-JAMES ESTATE
59753	MIKES TIRE AND	200564	02/08/2019	109.00	VHCL MTCE SUPPLIES
60097	TONY MILLER	200466	02/01/2019	8.00	TRAVEL & CONFERENCE
60125	MILLER MECHANICAL SPECIAL	200764	02/22/2019	500.00	CAPITAL IMPROVEMENTS
61702	MOSE LEVY COMPANY INC	200565	02/08/2019	201.64	STREET MAINT SUPPLIES
61785	MOTION INDUSTRIES	200658	02/15/2019	65.56	OPERATING SUPPLIES
62560	MUNICIPAL CODE CORP	200467	02/01/2019	1,487.50	ADVERT/LEGAL PUBL
62575	MUNICIPAL FIRE & POLICE	200566	02/08/2019	118,811.79	FIRE RETIREMENT
63032	NCL OF WISCONSIN INC	200468	02/01/2019	419.95	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	200766	02/22/2019	4,220.00	NRS-NATION RETIRE SOL
64565	NAVIAVT	200659	02/15/2019	856.00	CONTRACTUAL SERVICES
64997	NEW HAMPTON PUBLIC LIBRAR	200660	02/15/2019	29.95	MISCELLANEOUS
65494	TODD NICKEL	200469	02/01/2019	51.35	SUSTENANCE SUPPLIES
65985	NORSOLV SYSTEMS ENVIRONM	200470	02/01/2019	221.95	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	200471	02/01/2019	804.00	STREET MAINT SUPPLIES
66548	THE OFFICE CENTER	200568	02/08/2019	50.00	OFFICE/COMP. EQUIP MAINT.
66561	OFFICIAL PEST CONTROL	200569	02/08/2019	55.00	SUSTENANCE SUPPLIES
66634	HERB OGDEN	200570	02/08/2019	180.00	TRAINING
66730	OHARA HARDWARE	200473	02/01/2019	424.84	TOOLS & SMALL EQUIP
67088A	ONMEDIA	200571	02/08/2019	200.00	PRINTING
67089	ON-SITE INFORMATION	200661	02/15/2019	75.60	OTHER PROF SERV
67098	O'REILLY AUTOMOTIVE	200573	02/08/2019	719.96	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	200662	02/15/2019	209.89	PROGRAM SUPPLIES
67520	OSKALOOSA HERALD	200575	02/08/2019	155.88	LIBRARY MAT.-JAMES ESTATE
67752	OTTUMWA CHIROPRACTIC CLIN	200576	02/08/2019	170.00	EMPLOYEE PHYSICALS/TESTS
67759	OTTUMWA COMMUNITY SCHOOLS	200768	02/22/2019	25.40	OFFICE SUPPLIES
68000	OTTUMWA COURIER	200663	02/15/2019	2,225.19	ADVERT/LEGAL PUBL
68001	OTTUMWA COURIER	200577	02/08/2019	184.08	OPERATING SUPPLIES
68239	OTTUMWA GLASS	200664	02/15/2019	150.00	CONTRACTUAL SERVICES
68556	OTTUMWA NAPA	200578	02/08/2019	742.68	TOOLS & SMALL EQUIP
68560	OTTUMWA PRINTING, INC.	200579	02/08/2019	260.00	PRINTING
69040	OTTUMWA WATER AND HYDRO	200769	02/22/2019	10,914.47	BILLING FEES-WW
69321	P & D ENTERPRISES, LLC	200476	02/01/2019	633.75	REFUNDS
69688	DIXIE L PARKER	200477	02/01/2019	1,400.00	JANITORIAL
70163	JASON PARMENTER	200770	02/22/2019	8.00	TRAVEL & CONFERENCE
70610	PAYMENT REMITTANCE CENTER	200668	02/15/2019	10,298.01	LIBRARY MAT.-JAMES ESTATE
72236	PITNEY BOWES INC.	200581	02/08/2019	254.97	POSTAGE & SHIPPING
72250	PITNEY BOWES GLOBAL	200669	02/15/2019	182.43	CONTRACTUAL SERVICES
72266	PIZZA RANCH - OTTUMWA	200582	02/08/2019	364.54	OPERATING SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	200670	02/15/2019	294.63	TOOLS & SMALL EQUIP
73290	POWERPLAN	200671	02/15/2019	1,295.35	VHCL MTCE SUPPLIES
73420	PRAIRIE AG SUPPLY INC	200672	02/15/2019	83.44	TOOLS & SMALL EQUIP
73432	PRE-APPROVED AUTO	200673	02/15/2019	298.88	MISCELLANEOUS
73960	PROFESSIONAL COMPUTER	200674	02/15/2019	99.99	TECHNOLOGY SERVICES
74260	PURCHASE POWER	200771	02/22/2019	2,978.25	POSTAGE & SHIPPING
74405	PYRAMID GRAPHICS & SPORTS	200584	02/08/2019	1,646.50	SUSTENANCE SUPPLIES
74626	QUALITY SERVICES CORP	200585	02/08/2019	2,214.05	VHCL MTCE SUPPLIES
74751	R.G. CONSTRUCTION, LLC	200586	02/08/2019	115,432.95	CONTRACTUAL SERVICES
74955	RACOM CORPORATION	200587	02/08/2019	4,607.32	AUTOMOTIVE EQUIPMENT
75901	RECORDED BOOKS INC	200480	02/01/2019	350.94	LIBRARY MAT.-JAMES ESTATE

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
76040	REED & REED, INC	200589	02/08/2019	155.00	RAMP MAINT & REPAIR
76053	REED OVERHEAD DOOR	200481	02/01/2019	296.00	OPERATING SUPPLIES
76958	RICHARDS PLUMBING, SEWER	200772	02/22/2019	75.00	GROUND MAINT & REPAIR
76998	RIDGWAY ELECTRIC, LLC	200677	02/15/2019	1,205.68	CONTRACTUAL SERVICES
77196	RIVER HILLS COMMUNITY	200773	02/22/2019	2,390.50	EMPLOYEE PHYSICALS/TESTS
77307	BRETT ROBERTS	200483	02/01/2019	200.00	SUSTENANCE SUPPLIES
77994	ROWAN PUBLIC LIBRARY	200678	02/15/2019	25.00	MISCELLANEOUS
78718	SANDRY FIRE SUPPLY LLC	200679	02/15/2019	1,239.25	TOOLS & SMALL EQUIP
79351	SCHROEDER GRAPHICS & SIGN	200484	02/01/2019	10.50	POSTAGE & SHIPPING
79358	SCHUMACHER ELEVATOR CO	200774	02/22/2019	476.79	BUILDING MAINTENANCE REPA
79721	SCOTT MERRIMAN INC.	200590	02/08/2019	1,103.00	PRINTING
79970	LARRY SEALS	200485	02/01/2019	8.00	TRAVEL & CONFERENCE
81360	SHERWIN WILLIAMS	200591	02/08/2019	402.84	BLDG MAINT & REPAIR
81599	MIKE SIEREN	200775	02/22/2019	8.00	TRAVEL & CONFERENCE
82127	ZACH SIMONSON	200486	02/01/2019	84.79	SUSTENANCE SUPPLIES
82135	SINCLAIR TRACTOR	200592	02/08/2019	889.01	TOOLS & SMALL EQUIP
82416	SMITH AND SON	200593	02/08/2019	120.00	TOOLS & SMALL EQUIP
83100A	SNAP-ON-TOOLS	200776	02/22/2019	199.95	TOOLS & SMALL EQUIP
83880	SOUTHERN IOWA DIESEL, INC	200681	02/15/2019	2,620.94	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	200682	02/15/2019	88.54	OPERATING SUPPLIES
84095	SPEER FINANCIAL INC	200683	02/15/2019	315.00	BOND ISSUE COSTS
85262	STATE HYGIENIC LABORATORY	200684	02/15/2019	26.00	CONTRACTUAL SERVICES
86148	BRIAN STEVENSON	200594	02/08/2019	32.00	TRAINING
86199	STIVERS FORD	200487	02/01/2019	101.00	VHCL MTCE SUPPLIES
86704	SUMMIT FIRE PROTECTION CO	200595	02/08/2019	37.00	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	200488	02/01/2019	6,185.80	MISC CONTRACT WORK
87516	SYN-TECH SYSTEMS	200596	02/08/2019	44.55	VHCL-FUEL
87519	SYSTEM76	200597	02/08/2019	14,770.00	OTHER SMALL CAPITAL
88000	TEAMSTER LOCAL UNION 238	200777	02/22/2019	3,298.60	PUBLIC WKS UNION DUE PAYA
88345	TESTAMERICA LABORATORIES	200489	02/01/2019	1,125.08	LAB SUPPLIES
88858	TIFCO INDUSTRIES	200490	02/01/2019	43.70	OPERATING SUPPLIES
89090	TOTAL CHOICE SHIPPING	200686	02/15/2019	35.51	POSTAGE & SHIPPING
89214	TRACTOR SUPPLY CREDIT PLA	200598	02/08/2019	283.67	OPERATING SUPPLIES
89308	TRANS-IOWA EQUIPMENT, INC.	200778	02/22/2019	1,352.58	VHCL MTCE SUPPLIES
89989	TUMBLEWEED PRESS INC.	200491	02/01/2019	499.00	CONTRACTUAL SERVICES
90454	ULLINE	200600	02/08/2019	465.40	TOOLS & SMALL EQUIP
90846	UPS	200601	02/08/2019	94.22	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	200688	02/15/2019	42.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	200602	02/08/2019	1,073.69	LAB SUPPLIES
92555	THE VAN METER COMPANY	200690	02/15/2019	6,241.30	BLDG MAINT & REPAIR
92648	VEENSTRA & KIMM INC	200603	02/08/2019	22,240.71	MISCELLANEOUS
92679	VERIZON WIRELESS	200692	02/15/2019	1,155.79	TELEPHONE/IT
94000	WALMART COMMUNITY/RFCSLIC	200781	02/22/2019	1,360.44	OFFICE SUPPLIES
94125	WAPELLO COUNTY	200494	02/01/2019	3,250.00	DRUG TASK FORCE GRANT
94235	WAPELLO CO CLERK OF COURT	200693	02/15/2019	100.00	RECORDING & COURT FEES
94235A	WAPELLO CO CLERK OF COURT	200604	02/08/2019	164.34	GARNISHMENTS PAYABLE
94235B	WAPELLO CO CLERK OF COURT	200694	02/15/2019	235.00	RECORDING & COURT FEES
94704	WAPELLO COUNTY RECORDER	200782	02/22/2019	78.00	RECORDING & COURT FEES
94721	WAPELLO CO SHERIFF'S OFFI	200496	02/01/2019	3,303.30	DRUG TASK FORCE GRANT
94725	WAPELLO COUNTY SHERIFF	200783	02/22/2019	526.00	GARNISHMENTS PAYABLE
95000	WAPELLO COUNTY UNITED WAY	200784	02/22/2019	70.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	200606	02/08/2019	43.93	WATER
95304	WATER ENVIRONMENT FEDERAT	200607	02/08/2019	95.00	BOOKS FILMS RECORDING/ART
95368	WAYNE'S TIRE	200497	02/01/2019	332.00	VHCL MTCE SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
95611	WELLMARK BC & BS OF IOWA	200785	02/22/2019	343,429.79	GROUP HEALTH CLAIMS
97305	WINDSTREAM	200786	02/22/2019	657.02	TELEPHONE/IT
97320	WINGER COMPANIES	200696	02/15/2019	1,760.00	SUSTENANCE SUPPLIES
97334	WINN CORP	200608	02/08/2019	16,517.04	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	200697	02/15/2019	16,974.69	NATURAL GAS

TOTAL NUMBER OF CHECKS 513 WRITTEN TO 275 VENDORS FOR 1,684,903.60

Treasurer, State of Iowa
 IPERS 41,392.00 *IA Withholding*
 IPERS 49,569.61 *PAYROLL TAX*
 IPERS 33,029.02 *IPERS Withholding*
 Internal Revenue Service 43,886.46 *Payroll tax*
 Internal Revenue Service 124,867.74 *Fica / FED Withholding*
1,974,448.45

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	3348714.19	867915.23	1131794.04	3084835.38	7573.96	3092409.34
TOTALS FOR FUND 002	PARKING RAMP	29254.34	3086.00	1086.85	31253.49		31253.49
TOTALS FOR FUND 110	ROAD USE TAX	4430165.91	366667.54	357391.81	4439441.64	518.59	4439960.23
TOTALS FOR FUND 112	EMPLOYEE BEN	175621.81	35840.20	444367.00	-232904.99		-232904.99
TOTALS FOR FUND 119	EMERGENCY FU		906.57	906.57			
TOTALS FOR FUND 121	SALES TAX 1%	2160169.95	246632.80	27583.66	2379219.09		2379219.09
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	271718.85	1345.93		273064.78		273064.78
TOTALS FOR FUND 126	AIRPORT TIF						
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	112108.32	27349.00		139457.32		139457.32
TOTALS FOR FUND 129	RISK MANAGEM	1178650.78	25078.81	24448.24	1179281.35		1179281.35
TOTALS FOR FUND 131	AIRPORT FUND	110008.49	14441.98	38454.33	85996.14	3177.96	89174.10
TOTALS FOR FUND 133	LIBRARY FUND	285889.06	51358.00	60993.44	276253.62	144.95	276398.57
TOTALS FOR FUND 135	CEMETERY FUN	-30948.95	10203.12	20596.58	-41342.41	2.51	-41339.90
TOTALS FOR FUND 137	HAZ-MAT FUND	161078.27	1973.27	7207.35	155844.19	124.48	155968.67
TOTALS FOR FUND 141	2018 UPPER S	-103204.37	121104.00	118824.25	-100924.62		-100924.62
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR						
TOTALS FOR FUND 147	CDBG P-2 MAS	-45153.18	70457.00	94597.35	-69293.53	6478.65	-62814.88
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	756571.32	860.00	10155.01	747276.31	2654.29	749930.60
TOTALS FOR FUND 167	FIRE BEQUEST	22907.18		181.87	22725.31		22725.31
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	752963.09	95804.00	111270.56	737496.53	102.00	737598.53
TOTALS FOR FUND 173	LIBRARY BEQU	184476.55	540.00	21543.63	163472.92	115.46	163588.38
TOTALS FOR FUND 174	COMMUNITY DE	73435.65			73435.65		73435.65
TOTALS FOR FUND 175	POLICE BEQUE	87665.70	6577.00	5581.63	88661.07	2275.67	90936.74
TOTALS FOR FUND 177	HISTORIC PRE	1783.17			1783.17		1783.17
TOTALS FOR FUND 200	DEBT SERVICE	2099315.99	15437.65	315.00	2114438.64		2114438.64
TOTALS FOR FUND 301	STREET PROJE	718913.76	237055.90	32464.36	923505.30		923505.30
TOTALS FOR FUND 303	AIRPORT PROJ	199007.90		11326.09	187681.81		187681.81
TOTALS FOR FUND 307	SIDEWALK & C	159744.06		359.51	159384.55		159384.55
TOTALS FOR FUND 309	PARK PROJECT	286592.42		31754.24	254838.18		254838.18
TOTALS FOR FUND 311	LEVEE PROJEC	179038.81			179038.81		179038.81
TOTALS FOR FUND 313	EVENT CENTER	-4652.24		1415.60	-6067.84	150.00	-5917.84
TOTALS FOR FUND 315	SEWER CONSTR	808926.12		34084.57	774841.55		774841.55
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM	-1289.54	1289.54				
TOTALS FOR FUND 503	CEMETERY PER	280.00	250.00	280.00	250.00		250.00
TOTALS FOR FUND 610	SEWER UTILIT	1640883.83	439781.03	451359.62	1629305.24	685.22	1629990.46
TOTALS FOR FUND 611	SEWER SINKIN	842831.00	106833.00		949664.00		949664.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	3091949.00	41707.00		3133656.00		3133656.00
TOTALS FOR FUND 670	LANDFILL FUN	1369325.04	131421.83	89338.24	1411408.63	17968.73	1429377.36
TOTALS FOR FUND 671	LANDFILL RES	1093884.00			1093884.00		1093884.00
TOTALS FOR FUND 673	RECYCLING	157826.15	38075.08	37182.04	158719.19	736.44	159455.63
TOTALS FOR FUND 690	TRANSIT FUND	890322.51	290128.15	438077.65	742373.01	129994.41	872367.42
TOTALS FOR FUND 695	1015 TRANSIT						

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 02/28/2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 720	BRIDGEVIEW E	107836.16			107836.16		107836.16
TOTALS FOR FUND 750	GOLF COURSE	1210.62			1210.62		1210.62
TOTALS FOR FUND 810	POOLED INVES	-31437369.32	343337.94		-31094031.38		-31094031.38
TOTALS FOR FUND 820	PAYROLL CLEA	225808.36	1086635.39	1078873.40	233570.35	2205.00	235775.35
TOTALS FOR FUND 840	EQUIPMENT PU	1421335.52		3752.32	1417583.20		1417583.20
TOTALS FOR FUND 860	GROUP HEALTH	3438928.77	335665.60	288010.23	3486584.14		3486584.14
TOTALS FOR ALL LISTED FUNDS		1254525.05	5015758.56	4975609.07	1294674.54	174908.32	1469582.86

FILED

2019 MAR 14 AM 8:27

CITY CLERK
OTTUMWA, IL

March 19, 2019



[CITY OF]

OTTUMWA

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointments to the Planning and Zoning Commission, terms to expire 4/01/2024.

Peg Lazio
2301 N. Court

Marilyn Watts
1734 N. Elm

Recommend appointment to the Public Safety Advisory Committee, term to expire 10/01/2019 due to a vacancy.

John Swarney
941 N. Court

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

received
3-12-19

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Public Safety Advisory Committee

Name: John Swarney Telephone: 641-954-2052

Email: (optional) swarneyjohnr@johnde

Address: 941 N. Court St ZIP: 52501

Business: N/A Telephone: _____

Address: _____ ZIP: _____

Date Available for Appointment Upon confirmation E-Mail: _____

Present occupation: Engineer - John Deere

Previous Employment: Dell Computer - Engineer, Brown Traffic Products - Engineer

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

St. Peters Episcopal Church, board member, Bettendorf, IA
Ottumwa Rotary Club, board member, Ottumwa
Trinity Episcopal Church, board member, Ottumwa

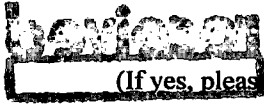
Please list any professional or vocational licenses or certificates you hold.

N/A

Personal:

(Have you ever worked for the City of Ottumwa?)

Yes _____ No **X**



(If yes, please list dates and names of departments)

Are you related to any employee or appointee of the City of Ottumwa? (If yes, please indicate name and relationship.)

Yes _____ No

Rules of law and ethics prohibit members from participating in and voting on matters in which they pay have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment). (If yes, please indicate any potential conflicts).

Yes _____ No

Are you aware of the time commitment necessary to fulfill the obligations of the advisory body to which you seek appointment?

Yes No _____

Please furnish brief written responses to the three following questions: (Use additional sheets if necessary.)

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

10 years experience with traffic signal and intelligent traffic systems design.
Recipient of Iowa-Illinois Safety Council Presidential Safety Award - 2016.
Champion of project submitted to the enterprise for safeguarding award - 2018.
BS Engineering Physics, St. Ambrose University
Masters of Industrial Engineering, Iowa State University

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

To improve the overall safety of the City to include traffic (intersection geometry/signals), pedestrians, work zones, streets, neighborhoods, police, and city workers.

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

I would use my professional experiences and education to help the board choose solutions to not only resolve the issues, but also find solutions that fit within our allotted budget. I feel passionate about safety and ergonomics want to offer my input to make improvements.

I hereby certify that the following information is correct to the best of my knowledge.

John Swarney

11March2019

Signature

Date

You are invited to attach additional pages or submit supplemental information which you feel may assist the Mayor and City Council in their evaluation of your application.

WHEN COMPLETED MAIL ORIGINAL TO: OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 1974 Male X Female _____

Number of years a city resident 6

**YOUTH BOARD
MEMBER APPLICANT ONLY**

N/A
Name of School

N/A
Year

FILED

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

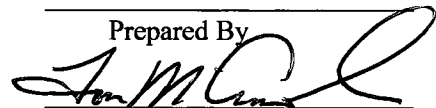
Council Meeting of : Mar 19, 2019

Police

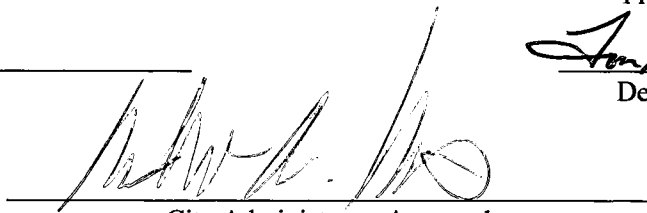
Department

Tom McAndrew

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway #1012.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for BW Gas & Convenience Retail, LLC.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Yesway #1012
2508 N. Court St.
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

OTTUMWA CITY COUNCIL

Yesway #1012
2508 N. Court
Ottumwa, IA 52501

BW Gas & Convenience Retail, LLC
138 Conant Street
Beverly, MA 01915

On this 19th day of March 2019, in lieu of a public hearing on the matter, the Ottumwa City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2019.


OTTUMWA CITY COUNCIL THEREFORE, FINDS that the above-captioned permittee was granted the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.



MAYOR

ATTEST:



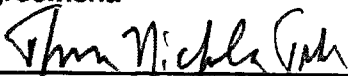
Acting City Clerk Sherrie Jones

OTTUMWA CITY COUNCIL

IN RE:
BW GAS & CONVENIENCE RETAIL, LLC
138 CONANT STREET
BEVERLY, MA 01915

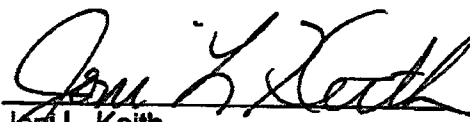
ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily admit that Richard L. Chrisman and Colbie D. Schierholz sold tobacco to a minor on February 2, 2019. I (we) have submitted the required documents to show that the employee charged with the violation stated in the complaint completed the tobacco compliance employee training program pursuant to section 453A.5 at the time of the violation. I (we) hereby assert an affirmative defense under Iowa Code sections 453A.22(3). I (we) understand that the affirmative defense asserted for the violation dated February 2, 2019, may only be used once in a four-year period to bar prosecution of the legal owner. I (We) understand that in order to conclude this matter the Ottumwa City Council must approve this settlement agreement.



Signature
CEO, President & Chairman

Title



Joni L. Keith
City Attorney

Title

03/02/2019

Date

FILED

2019 MAR 14 PM 1:20

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2019

Tom McAndrew

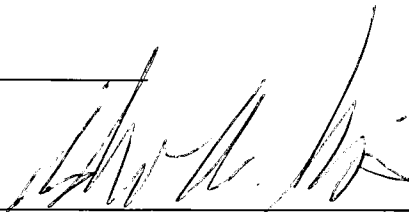
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway #1013.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for BW Gas & Convenience Retail, LLC.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Yesway #1013
534 Church Street
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

OTTUMWA CITY COUNCIL

Yesway #1013
534 Church St.
Ottumwa, IA 52501

BW Gas & Convenience Retail, LLC
138 Conant Street
Beverly, MA 01915

On this 19th day of March 2019, in lieu of a public hearing on the matter, the Ottumwa City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2019.


OTTUMWA CITY COUNCIL THEREFORE, FINDS that the above-captioned permittee was granted the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.


MAYOR



ATTEST:


Acting City Clerk Sherrie Jones

FILED

2019 MAR -8 PM 12:18

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2019

Tom McAndrew

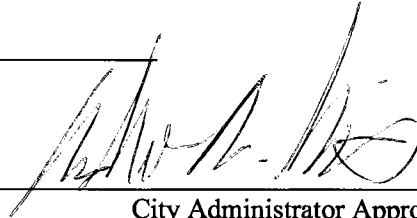
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Consideration of Drug Task Force Byrne-JAG Grant.

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: To approve the submission via the internet and authorize the Mayor and Chief of Police to sign all related documents.

DISCUSSION: The Ottumwa Police Department is the grant administrator for the Southeast Iowa Inter-Agency Drug Task Force which includes funding for two Ottumwa Police Department officers, one Wapello County Deputy, and the Drug Task Force prosecutor. This will be the 30th year this grant has provided funding for the Drug Task Force.

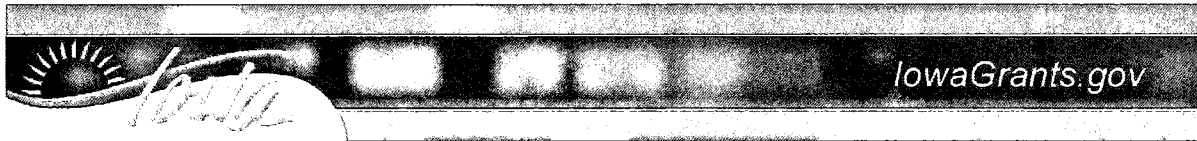
The City is responsible for the required 25% match for the two officer positions. Due to the decrease in forfeiture funds, the City of Ottumwa and Wapello County will provide funding to make up the difference not covered by the Byrne/JAG Grant. The funding has been included in the 2019/2020

Source of Funds: 001-112-6010

Budgeted Item:

Budget Amendment Needed: No

budget. Additional Task Force expenses will be financed by assessments made to other Task Force member agencies. The Southeast Iowa Inter-Agency Drug Task Force includes the counties of Davis, Keokuk, Van Buren, and Wapello.



Application

297354 - SFY 2020 Byrne JAG/RSAT - Continuation Applicants

298191 - Southeast Iowa Inter-Agency Drug Task Force
Byrne-Justice Assistance Grant Program (JAG)

Status: Editing

Submitted
Date:

Applicant Information

Project Officer

AnA User Id mary.donaldson@iowaid
 First Name* Mary Lou Donaldson
First Name Middle Name Last Name
 Title: Secretary
 Email:* donaldsonm@ci.ottumwa.ia.us
 Address:* 330 W. Second St.

City* Ottumwa Iowa 52501
City State/Province Postal Code/Zip

Phone:* 641-683-0636
Phone Ext.

Program Area
of Interest* ODCP

Fax:

Organization Information

Organization Name* Ottumwa, City of
 Organization Type* City Government
 DUNS: 07-349-0542
 Organization Website:
 Address: 105 East Third Street

Phone: Ottumwa Iowa 52501-2904
City State/Province Postal Code/Zip

Phone: 641-683-0600
Ext.

Fax:

Application Type

This is an application for a Continuation Project: * Yes
 If yes please continue. If no, see the instructions above.

Legal Applicant

Legal Applicant - Agency* City of Ottumwa
Unit of government making application

Legal Applicant - Name & Title* Tom X. Lazio Mayor
Name Title

Project Director

Project Director* Jason Bell
First Name Last Name

Street* 330 West Second Street

Street

City/State/Zip Code* Ottumwa Iowa 52501
City State Zip Code

Phone* 641-683-0636
Enter 10 digit number - no special characters

e-mail* bellj@ci.ottumwa.ia.us

Program Area

Program Area* Law Enforcement Programs

Descriptive Title of the Project* Southeast Iowa Inter-Agency Drug Task Force

Level of Government

Indicate the Applicant Agency level of government.* Municipal

Drug Enforcement Task Force Grantees

Drug task force grantees may be required to participate in a peer review process. Provide contact information for a qualified grant adviser who is not funded through this grant program.

Grant Reviewer Name Tom McAndrew

Employing Agency Ottumwa Police Department

Title Chief of Police

Address 330 West Second Street

Phone 641-683-0636

e-mail mcandrewt@ci.ottumwa.ia.us

Cover Sheet-General Information

Authorized Official

Name* Tom X. Lazio

Title* Mayor

Organization* City of Ottumwa
If you are an individual, please provide your First and Last Name.

Address* 105 East Third Street

City/State/Zip* Ottumwa Iowa 52501
City State Zip

Telephone Number* 641-683-0636

E-Mail* bellj@ci.ottumwa.ia.us

Fiscal Officer/ Agent

Please enter the "Fiscal Officer" for your Organization.

If you are an individual, please provide your First and Last Name.

Name* Mary Lou Donaldson

Title Secretary

Organization City of Ottumwa

Address 330 West Second Street

City/State/Zip	Ottumwa	Iowa	52501
	City	State	Zip
Telephone Number	641-683-0636		
E-Mail	donaldsonm@ci.ottumwa.ia.us		
County(ies) Participating, Involved, or Affected by this Proposal*	Davis County, Keokuk County, Van Buren County, Wapello County		
Congressional District(s) Involved or Affected by this Proposal*	2nd - Rep David Loebsack (D) Congressional Map		
Iowa Senate District(s) Involved or Affected by this Proposal*	39, 40, 41 District Map		
Iowa House District(s) Involved or Affected by this Proposal*	78, 80, 81, 82 District Map		

Minority Impact Statement

Question # 1

1. The proposed grant programs or policies could have a disproportionate or unique **POSITIVE IMPACT** on minority persons. *

No

If YES, describe the positive impact expected from this project

Indicate the group(s) positively impacted.

Question # 2

2. The proposed grant project programs or policies could have a disproportionate or unique **NEGATIVE IMPACT** on minority persons. *

No

If YES, describe the negative impact expected from this project.

If YES, present the rationale for the existence of the proposed program or policy.

If YES, provide evidence of consultation with representatives of the minority groups impacted.

Indicate the group(s) negatively impacted.

Question # 3

3. The proposed grant project programs or policies are **NOT EXPECTED TO HAVE A DISPROPORTIONATE OR UNIQUE IMPACT** on minority persons. *

No

If YES, present the rationale for determining no impact.

Certification

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.*

Yes

Name of Person Submitting Certification. *

Tom McAndrew

Title of Person Submitting Certification*

Chief of Police

Application Information & Instructions

General Grant Program Information and Instructions are available as an Adobe Acrobat (pdf) file in this solicitation. (See Attachments - application instructions SFY 2020.pdf). Application instructions are also available on the Office of Drug Control Policy website <https://odcp.iowa.gov>.

Grantees are strongly encouraged to review this information. Failure to comply with grant requirements may result in disqualification of your application. Contact Dennis Wiggins with questions 515-725-0311 or dennis.wiggins@iowa.gov

General Grant Program Information
and Instructions have been received and reviewed. * Yes

Personnel

Position/Title & Employing Agency	Match Share	Federal Share	Total Fed & Match	Percentage	Priority
Unit Supervisor, Ottumwa Police Department	\$18,995.34	\$56,986.02	\$75,981.36	0.25	1
Investigator, Ottumwa Police Department	\$16,926.00	\$50,778.00	\$67,704.00	0.25	2
Investigator, Wapello County Sheriff's Office	\$13,478.40	\$40,435.20	\$53,913.60	0.25	3
Prosecuting Attorney, Wapello County Attorney's Office	\$13,260.00	\$39,780.00	\$53,040.00	0.25	4
	\$62,659.74	\$187,979.22	\$250,638.96		

Fringe Benefits

Position/Title & Employing Agency	Match Share	Federal Share	Total Federal & Match	Percentage	Priority
Unit Supervisor, Ottumwa Police Department	\$10,969.42	\$32,908.27	\$43,877.69	0.25	5
Investigator, Ottumwa Police Department	\$10,401.81	\$31,205.40	\$41,607.21	0.25	6
Investigator, Wapello County Sheriff's Office	\$6,959.89	\$20,879.65	\$27,839.54	0.25	7
Prosecuting Attorney, Wapello County Attorney's Office	\$4,373.85	\$13,121.57	\$17,495.42	0.25	8
	\$32,704.97	\$98,114.89	\$130,819.86		

Overtime

Position/Title & Employing Agency	Match Share	Federal Share	Total Federal & Match	Percentage	Priority
	\$0.00	\$0.00	\$0.00		

Equipment

Item	Match Share	Federal Share	Total Federal & Match	Percentage	Priority
	\$0.00	\$0.00	\$0.00		

Training

Training	Match Share	Federal Share	Total Federal & Match	Percentage	Priority
	\$0.00	\$0.00	\$0.00		

Operating Expenses

Expense	Match Share	Federal Share	Total Federal & Match	Percentage	Priority
	\$0.00	\$0.00	\$0.00		

Consultant Fees

Name of Consultant	Service Provided	Match Share	Federal Share	Total Federal & Match	Percentage Priority
		\$0.00	\$0.00	\$0.00	

Consultant Expenses

Item	Location	Match Share	Federal Share	Total Federal & Match	Percentage Priority
		\$0.00	\$0.00	\$0.00	

Contracts

Item	Match Share	Federal Share	Total Federal & Match	Percentage Priority
	\$0.00	\$0.00	\$0.00	

Travel

Purpose of Travel	Location	Item	Match Share	Federal Share	Total Federal & Match	Percentage Priority
			\$0.00	\$0.00	\$0.00	

Total Budget

This amount represents the total amount requested.

Total Requested Amount: \$286,094.11

Cash Match

Describe in detail the source of cash match for this project (example: general fund, asset forfeiture, donations, etc.). Provide sufficient information to determine that your cash match is from an eligible source as identified in the "Grant Application Instructions" The minimum match requirement is 25% of total project costs.

Please note that forfeitures should not be used to match salary/benefits expenses unless that expenditure has been specifically approved by the Iowa Attorney General's office (state forfeitures) or the U.S. Attorney's Office (federal forfeitures).

Source of Cash Match.* Funds from a Local unit of government that have a binding commitment of matching funds

Describe the level and timing of cash match contribution into the project. The 25% match for personnel and benefits will be paid by the employee's home agency's. The Unit Supervisor and one Investigator-OPD match will be paid from the City Of Ottumwa's General Fund. The second Investigator-WCSO and the Prosecuting Attorney match will be paid by Wapello County. Funding for these positions has been approved.

< >

Personnel

Personnel

Costs should be consistent with agency written policies, compensation should be reasonable and consistent with that paid for similar work in other comparable agencies.

List by Position Title. Base salary rate and other paid compensation need to be listed separately. Include any formulas used. Also include percent of time involved in this project.

Overtime should be included as a separate line item in the Overtime section below.

Unit Supervisor: This person is employed by the Ottumwa Police Department and is assigned to the Task Force on a full-time basis. 2184 hrs. @ \$34.79 = \$75,981.36 x 100%.

Investigator: This person is employed by the Ottumwa Police Department and is assigned to the Task Force on a full-time basis. 2184 hrs. @ \$31.00 = \$67,704.00 x 100%.

Investigator: This person is employed by the Wapello County Sheriff's Office and is assigned to the Task Force on a full-time basis. 2080 hrs. @ \$25.92 = \$53,913.60 x 100%.

Prosecuting Attorney: This person is employed by the Wapello County Attorney's Office and is assigned to the Task Force on a full-time basis. Annual salary = \$53,040.

Personnel Benefits

Benefits	Position/Title	Employing Agency	% to project	FICA	Insurance - Health, Dental, Life	Retirement	Workers Comp	Unemployment	Match Share	Federal Share	Total
Position #1	Unit Supervisor	Ottumwa Police Department	100.0%	\$1,101.73	\$23,491.89	\$18,547.05	\$737.02	\$0.00	\$10,969.42	\$32,908.27	\$43,877.69
Position #2	Investigator	Ottumwa Police Department	100.0%	\$981.71	\$23,442.22	\$16,526.55	\$656.73	\$0.00	\$10,401.81	\$31,205.40	\$41,607.21
Position #3	Investigator	Wapello County Sheriff's Office	100.0%	\$4,151.35	\$18,329.18	\$5,283.53	\$75.48	\$0.00	\$6,959.89	\$20,879.65	\$27,839.54
Position #4	Prosecuting Attorney	Wapello County Attorney's Office	100.0%	\$4,031.04	\$8,473.85	\$4,985.76	\$4.77	\$0.00	\$4,373.85	\$13,121.57	\$17,495.42
Position #5			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #6			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #7			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #8			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #9			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #10			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #11			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #12			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #13			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #14			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #15			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals									\$32,704.97	\$98,114.89	\$130,819.86

OT

Overtime

Describe how OT will be utilized, list over time rate(s) and the number of overtime hours to be worked.

No funding is being requested for overtime.

Equipment

Equipment

Type of equipment, quantity and unit price. Purpose of purchase and percent of time involved in project, and staff who will use the equipment. (Definition of Equipment = item with a value of \$5,000 and a life expectancy of 1 year or more - if an item does not meet this definition include it in the Operating Expenses line item.) Use procedures consistent with agency's written procurement policies.

No funding is being requested for equipment.

Training

Training

Registration fees and tuition only. Course title, purpose, location, positions attending the training, sponsor of the training. Each out of state training event requires prior approval from ODCP. Travel related to training should be justified in the travel section.

No funding is being requested for training.

Operating Expenses

Operating Expenses

Supplies, printing, utilities (telephone, gas, electricity), rent, (square footage and cost per square foot) indirect costs. Relate costs to project activities. Itemize all expenses. Miscellaneous expenses will not be funded

No funding is being requested for operating expenses.

Contract Services

Contract Services

Individual consultants or service organizations. Specify purpose of contract and itemize all consultant fees, consultant expenses, and contracts. Legal applicant shall follow the same policies and procedures used for competitive bid and procurement from its non-federal funds. Contract services require ODCP approval.

No funding is being requested for contract services.

Travel

Travel

Transportation and subsistence of project personnel for project related travel and travel for training events. Out of state travel requires prior approval from ODCP. Use your agency travel policies. Include contractor/consultant travel in Contract Services/Consultant Expenses

No funding is being requested for travel.

Other Project Support

Project Title	Funding Source	Amount of Funding
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, Davis County	\$2,000.00
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, Keokuk County	\$2,000.00
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, Van Buren County	\$2,000.00
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, City of Sigourney	\$1,000.00

Expenditure Status

What Percent of your current grant award has been expended through March 31st.* 100.0%

If less than 65% expended, provide explanation and plan for expenditure prior to June 30th.

Sustainability

Please describe your project's sustainability plan in the absence of federal funding.

Sustainability*

Member agencies of the Southeast Iowa Inter-Agency Drug Task Force are required to pay annual dues based on the size of the agency. In the absence of Federal funding, the Task Force would have to re-evaluate and substantially increase the annual membership amounts paid. Increasing membership dues could have an adverse affect on the membership as a majority of our member agencies are small departments with limited funds and resources available.

In the absence of Federal funding, Task Force personnel would need to be funded in full by their respective departments. In addition, operations would have to be scaled back to a sustainable level. Both the City of Ottumwa and Wapello County understand the need for the Task Force and providing funding; however, they are like many cities and counties dealing with rising costs and less revenue coming in. The City and the County have agreed to fund the Task Force for the upcoming budget year.

The Task Force will continue to seek other sources of funding, including soliciting donations and applying for local grants.

Prior Funding

List Byrne/JAG or RSAT grant funds previously received to fund the project described in this application.

Byrne-JAG/RSAT Funding SFY19*	\$105,450.00
Byrne-JAG/RSAT Funding SFY18	\$105,450.00
Byrne-JAG/RSAT Funding SFY17	\$114,000.00

Project Summary - Funding Summary

The amount of federal funding requested in this application:* \$286,094.11

Project Summary - Need/Problems to be Addressed

Provide a descriptive summary of the need/problem to be addressed. Emphasis should be on data which describes the nature and extent of the problem and its impact on the target to be served by the proposed project. *

Maximum of 5,500 characters (approximately 1.75 pages)

Since the formation of the Southeast Iowa Inter-Agency Drug Task Force in 1990, Task Force personnel have continued to see an increase in the problems associated with methamphetamine distribution and use. Intelligence gathered and investigations conducted show that record amounts of methamphetamine are coming into our community directly from Mexico and Southern California. Methamphetamine remains our "problem drug" that needs to be addressed. Methamphetamine is still responsible for most cases of violence, child abuse/neglect, property crimes and drug overdoses occurring in our community.

Statistics from the Department of Human Services confirm that drug abuse remains a major problem in our task force area. DHS reported in 2017 that our task force area had a 3% increase in the number of confirmed Denial of Critical Care cases from the previous year. According to the 2017 Iowa Kids Count report, the state average for child abuse and neglect was 12.9 cases per 1,000 children. Wapello County, our most populated county (35,321), had 16.8 cases per 1,000 children. DHS also reported a 63% increase in the number of children with the Presence of Illegal Drugs in the Child's System (PID) from 2016 to 2017 in our task force area. During the reporting period, task force investigators referred 6 drug endangered children to DHS.

Experts agree that children who have experienced abuse or neglect by parents or caregivers are at a greater risk for substance abuse than other children. Experts also state that child maltreatment is associated with risk factors such as parental substance abuse and poverty. According to the 2017 Iowa Kids Count report, the state average for Iowa for child poverty is 12.6%, while our task force area has a child poverty average of 17.7%. Over 11% of Child Abuse cases reported to the Department of Human Services for the task force area involved a dangerous substance in the presence of a child. The family and home environment a child grows up in can directly influence their future and the choices they'll make.

Marijuana importation, distribution, and usage also continue to have a significant impact on our task force area. The Task Force has seen a significant increase in marijuana cases originating from outside of Iowa. These groups utilize the United States Postal Service, Amtrak, and highways to distribute high grade marijuana. The THC content in this high grade marijuana is as much as 3 times stronger than its Mexican marijuana counterpart and traffickers are charging as much as \$3,000 to \$4,000 per pound for the high grade marijuana.

The most important "need" for the continuation of the Drug Task Force is the support it provides to member agencies. A majority of our member agencies have fewer than 8 officers and cannot dedicate the personnel necessary to conduct long-term investigations, many of which extend outside their jurisdictions. These agencies lack funds, personnel, equipment, training, and resources. The Southeast Iowa Inter-Agency Drug Task Force in conjunction with Byrne-JAG funding provides this support to its member agencies in order to effectively combat the serious drug problem in our area.

Project Summary - Key Activities

Provide a summary of the key activities proposed in this application for the next grant cycle. *

Maximum of 3,000 characters (approximately 1 page)

Key activities of the Southeast Iowa Inter-Agency Drug Task Force include the purchase of drugs utilizing confidential informants and undercover officers; investigation of methamphetamine manufacturers through surveillance, informants, and information supplied by local businesses; case preparation and court testimony; intelligence gathering and dissemination; and coordination of drug investigations with member agencies.

Drug Task Force personnel will continue to provide support to local law enforcement agencies in the dismantling of methamphetamine laboratories. Investigative support and training will be provided to member agencies to reduce the availability and demand for controlled substances. The Drug Task Force will continue to provide a special drug prosecutor who is responsible for the prosecution of drug cases for the member agencies.

Project Summary - Overall Mission & Outcomes

Provide a summary of the overall mission and expected outcomes of the proposed project.*

Maximum of 3,001 characters (approximately 1 page)

In an effort to integrate and facilitate multijurisdictional investigations, area cities and counties banded together to form the Southeast Iowa Inter-Agency Drug Task Force in 1990. The overall mission of the Task Force is to identify, investigate, apprehend, and prosecute drug and drug related criminal offenders in its four county area. The Task Force targets drug manufacturers and traffickers through shared investigatory and prosecutorial resources. Our expected outcome is to reduce the availability and demand for controlled substances through the use of the multijurisdictional task force in conjunction with its member agencies.

During the past 18 months, members of the Southeast Iowa Inter-Agency Drug Task Force have participated in numerous key activities that have furthered our overall mission. Investigators have conducted controlled purchases of marijuana, methamphetamine, cocaine, and pharmaceuticals using confidential informants and undercover police officers. Investigators have conducted surveillance of drug distributors, executed search warrants and coordinated state and federal investigations, all of which led to the prosecution and conviction of persons involved in illegal drug trade.

Project Summary - Key Participants

Describe the key participants/agencies involved in the project.*

Maximum of 2,000 characters (approximately 2/3 page)

The Southeast Iowa Inter-Agency Drug Task Force includes the counties of Davis, Keokuk, Van Buren, and Wapello and the cities of Ottumwa, Bloomfield, Keosauqua, and Sigourney.

Full-time personnel, funded by the Byrne-JAG Grant, who dedicate 100% of their time to the Task Force, include one supervisor who also conducts investigations, one drug prosecutor, and two investigators. The Ottumwa Police Department provides one part-time support person who assists with grant reporting and financial accounting. Additionally, the Ottumwa Police Department provides a Drug Task Force Commander who is responsible for overall operations of the Drug Task Force. Also based at our office is one DNE Agent who works with Task Force Investigators on a daily basis.

The Task Force receives investigative support from the Drug Enforcement Administration and the Bureau of Alcohol, Tobacco, and Firearms who adopt federal investigations initiated by our investigators. We also receive support from the United States Attorney’s Office, Southern District of Iowa, through the prosecution of federal cases.

The City of Ottumwa is the lead agency of our task force and is responsible for the fiscal affairs as well as grant administration. Task Force operations are coordinated by the provision of a 28 E/D Agreement between participating agencies.

Goals and Objectives

Project Goal

The goal of the Task Force is to identify, investigate, apprehend, and prosecute drug and drug related criminals in a four county area. Our goal and objectives are an ongoing process.

Objective(s)

Remove drug offenders from the streets. Persons prosecuted and convicted of drug crimes are usually forced to participate in drug treatment.

Reduce the amount of drugs available to users through the efforts of task force personnel, through the execution of search warrants and seizures, and through the removal of drug distributors.

Provide investigatory assistance to member agencies.

Provide personnel necessary to conduct long-term drug investigations, many of which extend outside the member agency’s jurisdiction.

Promote the Take Back Dropbox to help keep unused medications off the streets.

1. Select Byrne JAG Performance Measures - Non Task Force Applicants

Year in which the project is currently operating with funding assistance from the Byrne JAG program.	N/A
Total number of participants receiving services during the reporting period.	0
Number of program participants who successfully completed services during the reporting period.	0
Number of participants served who unsuccessfully completed programming.	0
	0

Number of program slots offered through the program.

2. Select Byrne JAG Performance Measures - Drug Task Force Applicants

Year in which the project is currently operating with funding assistance from the Byrne JAG program.	Second or Subsequent Year	
Number of new investigations initiated	97	
Number of judicial search warrants served	0	72
	Federal	State
Number of individuals arrested for a felony	65	
Number of individuals arrested for a misdemeanor	29	
Heroin seized (grams)	0.2	
Cocaine seized (grams)	5.0	
Crack seized (grams)	0	
Marijuana - commercial grade Seized (grams)	12203.84	
Methamphetamine/Ice seized (grams)	1708.58	
Pharmaceuticals (Identify grams/dosage units/pills)	Vyvanse-12 du, Ritalin-4 du, Ambian-2 du, Clonazepam-5 du, Hydrocodone-56 du, Alprazolam-5 du, Naproxin-25 du, Morphine Sulfate-18 du, Dexmethylphenidate-56 du, Clenbuterol-89 du, Cyclobenzaprine-23 du, Quetiapine Fumarate-15 du, Duloxetine HCL-14 du, Lyrica-41 du, Buspirone-16 du, Dilaudid-40 du, Aripiprazole-9 du, Viagra-76 du, Cephalexin-4 du, Doxycycline Hyclate-14 du, Tizanidine-6 du, Meloxicam-3 du, Gabapentin-2 du, Liothronine-2du, Amphetamine/Dextroamphetamine-1 du, Carisoprodol-1 du, Tramadol-1 du, Omeprazole-1 du, Baclofen-1 du, Unkown-32 du.	
Firearms seized	34	
Number of defendants accepted for Federal prosecution - felony charges.	8	
Number of defendants accepted for Federal prosecution - misdemeanor charges.	0	
Number of defendants accepted for State prosecution - felony charges.	74	
Number of defendants accepted for State prosecution - misdemeanor charges.	31	
Number of criminal groups disrupted.	4	
Number of criminal groups dismantled.	1	
Clandestine laboratories seized	3	
Drug endangered children referred to DHS	6	

3. Project Evaluation - Narrative

Provide a narrative description of project performance. Include the key project activities as they relate to the need/problem described in the Summary of the Project.

Provide a narrative description of the project's impact on the community/problem. Emphasis should be on measurable outcomes/impact and supported with adequate data.*

As with performance measures, the focus of the narrative should be on the past six quarters.

Maximum of approximately 9,000 Characters (3 pages)

The Southeast Iowa Inter-Agency Drug Task Force was formed 29 years ago in order to investigate and prosecute drug traffickers in Southeast Iowa. Our task force has since evolved into an agency that investigates cases leading into other areas of the state and country. Our Task Force investigators work with members of the Iowa Division of Narcotics Enforcement on a daily basis conducting controlled purchases of narcotics, executing search warrants and preparing cases for state and federal prosecution.

In reviewing our efforts and performance indicators for the last full grant year and the first half of this grant period, it is evident that the Task Force has focused on vigorous drug enforcement and aggressive prosecution. This has had a positive impact on our area's drug problems.

The Task Force opened 97 new investigations during the reporting period. Several of these investigations led to search warrants and the seizure of firearms, currency, and drugs. The Task Force executed 72 search warrants and seized a total of 34 handguns, rifles, and shotguns.

During the reporting period, Task Force investigators performed 46 purchases of methamphetamine totaling 790.8 grams for \$20,370. Investigators seized an additional 917.78 grams of methamphetamine through other investigative means such as the execution of search warrants.

In February 2018, Task Force investigators received information of an ice methamphetamine source of supply in Ottumwa, Iowa and performed a controlled purchase of 7.1 grams of ice methamphetamine for \$325. Investigators executed a search warrant at the target's residence resulting in the seizure of 3.3 ounces of ice methamphetamine, 8 grams of THC concentrate, 112.5 dosage units of miscellaneous pharmaceuticals, a digital scale, packaging material, and 2 handguns. One subject was arrested for felony drug and gun charges.

In April 2018, Task Force investigators were contacted by a U.S. Postal Inspector in reference to a suspicious package addressed to a location in Ottumwa, Iowa. The package was found to contain 1 pound of ice methamphetamine. Investigators coordinated with the Postal Inspector's Office to perform a controlled delivery. A search warrant was executed resulting in the seizure of 1 pound of ice methamphetamine, 2 grams of marijuana, and 2 firearms. One subject was arrested for felony drug charges.

In June 2018, Task Force investigators conducted a controlled purchase of 111 grams of ice methamphetamine for \$2,500 from an individual supplying the task force area with large amounts of ice methamphetamine. In July 2018, investigators performed a controlled purchase of 122 grams of ice methamphetamine for \$2,500 from this same individual. The subject is currently being indicted federally on felony drug related charges.

During the reporting period, Task Force investigators made a total of 12 controlled purchases of marijuana totaling 103.75 grams for \$955. Investigators seized an additional 12,100.1 grams of marijuana through other investigative means such as the execution of search warrants. Investigators seized 42 marijuana plants and 579.66 grams of THC oil/concentrate.

In October 2017, Task Force investigators were contacted by a member agency regarding marijuana observed at a residence in Ottumwa, Iowa. Investigators were aware of this subject. A search warrant was executed at the residence, which resulted in the seizure of 2 pounds of high grade marijuana, ½ ounce of THC concentrate, 10 grams of synthetic cannabinoids, digital scales, and packaging material. One person was arrested for felony drug charges.

In April 2018, Task Force investigators were contacted by the Ottumwa Police Department in reference to a domestic disturbance that resulted in an attempted murder. Task Force investigators conducted a search warrant resulting in the seizure of an 11 plant marijuana grow operation, ¼ pound of marijuana, 25 grams of marijuana concentrate, scales, and numerous items of drug paraphernalia. One subject was arrested for felony drug related charges as well as charges for the attempted murder.

In August 2018, Task Force investigators assisted a member agency with 2 search warrants in Ottumwa, Iowa. Investigators seized 42.5 grams of high grade marijuana, 5.5 grams of THC concentrate, and 1 handgun. Investigators also recovered evidence and approximately \$60,000 in U.S. currency relating to a bank robbery reported in the task force area. One person has been charged.

In October 2018, Task Force investigators were contacted to assist a member agency with a drug investigation and the execution of a search warrant. Investigators seized 9.3 pounds of marijuana, 8 ounces of THC concentrate, 1 firearm, and dismantled 1 THC extraction lab. Two subjects were arrested on felony drug and weapon charges and misdemeanor charges including one for child endangerment.

In addition to conducting complex drug investigations, Task Force investigators respond to calls for assistance from its member agencies. Our task force investigators are clan lab certified and respond to lab sites throughout our task force area. During the reporting period, they responded to 3 labs. This number includes methamphetamine labs and THC extraction labs.

As part of our community policing effort, the Drug Task Force commander presents a program every year at the Ottumwa Police Department's Citizens Academy that provides citizens a better understanding of how the task force functions. He also speaks to local organizations regarding the drug situation in the community and surrounding area.

In an effort to combat the gang presence in the Ottumwa area, the Ottumwa Police Department instructs GREAT, the Gang Resistance and Education Program, in the local middle school. The program's primary objective is prevention. Additionally, member agencies instruct DARE, the Drug Abuse Resistance Education Program, in their school district's elementary schools. The curriculum focuses on a variety of substance abuse prevention and self-esteem topics.

In April 2016, a permanent Medication Dropbox was placed in the lobby of the Wapello County Law Center. The Dropbox provides citizens a safe and convenient way to properly dispose of expired and unneeded prescription drugs. During the reporting period, the Task Force has removed and destroyed approximately 181 lbs. of prescription medication.

Our Drug Task Force prosecutor, who is an integral part of our task force operation, has had a significant impact upon our task force area through his exceptional prosecution of task force and member agency's drug cases. During the last 18 months, 74 people were charged with felony drug offenses and 31 people were charged with misdemeanor drug offenses. A total of 210 charges were filed against these 105 individuals.

Successful prosecution of offenders forces them to participate in court ordered treatment programs, such as drug court and mental health court. Drug court is an intensive court operated rehabilitation program that focuses on drug treatment and peer group therapy for the purpose of reintegrating drug users back into society as responsible citizens. In 2018, 22 offenders participated in drug court in our judicial district. Ten of those participants graduated successfully from the drug court program.

The investigative support and training the Southeast Iowa Inter-Agency Drug Task Force provides to its member agencies is crucial in reducing the availability and demand for controlled substances. Most of our members have fewer than 8 officers and cannot dedicate the personnel necessary to conduct long term investigations, many of which extend outside their jurisdictions. The Drug Task Force provides experienced, trained personnel capable of conducting complex multi-jurisdictional investigations of middle and upper level drug traffickers to its member agencies. The Southeast Iowa Inter-Agency Drug Task Force in conjunction with Byrne-JAG funding is vital for our member agencies to combat the serious drug problem in our area.

Other Attachments

FILED
CITY OF OTTUMWA

2019 MAR 11 AM 11:58
Staff Summary: 58

CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: March 19, 2019

Kam Reeves *FB*
Prepared By

Public Works - WPCF
Department

Larry Seals *Larry Seals*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE:

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

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

RECOMMENDATION:

Approve the purchase of a Shel Lab Thermoelectric Cooled Incubator from North Central Laboratories of Birnamwood, WI for the quoted price of \$ 5,115.00, including freight.

DISCUSSION:

This will replace the Fisher Scientific BOD Incubator which was purchased in 1991, and which has far exceeded its expected service life of 15-20 years. This model uses 70% less power than alternative models, utilizing thermoelectric cooling technology & eliminating the need for a refrigeration compressor. This will also reduce waste heat generated by 75%.

This is required equipment for determining BODs. Our Laboratory averages 500 BOD tests weekly. We must also store our Dilution water in the unit, at the same temperature as for BOD testing. The cost to send out BOD samples to an independent lab would run at least \$150 per week for shipping and ice. The cost to have them analyzed would be \$1300 per week. The lead time for a refrigerated incubator can be 2-8 weeks depending on the make, model, and supplier.

Three quotes were sought and received. They are as follows:
North Central Laboratories ----- \$ 5,115.00
The Lab Depot ----- \$ 5,321.25
USA Bluebook ----- \$ 5,457.12

This is a budgeted item, with \$15,000 budgeted for this incubator.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO



NORTH CENTRAL LABORATORIES

Quotation #29904 MAR05 (REVISED)

March 13, 2019

Page 1 of 1

To: Ottumwa WPCF
Attn: Julaine Olson
Email: olsonj@cl.ottumwa.ia.us

Dear Julaine,

Thank you for the opportunity to provide this quotation.

QTY	Description	List Price	Quote Price
1 ea	SL-20P, Floor model BOD incubator, Peltier, 19.3 cu ft (#SRI20P)	\$6,156.00	\$5,115.00
Total =			\$5,115.00

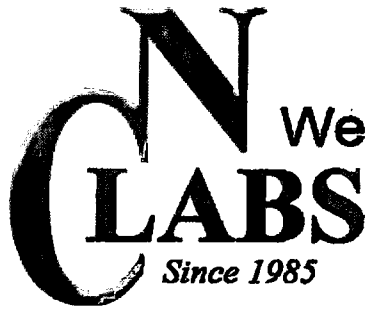
The above price includes shipping to your facility.

This incubator is in stock in our warehouse for immediate shipment at the time of this quote.

The quoted price is good for 30 days. Please call me at 800-648-7836 if you have any questions or need any other information.

Sincerely,

Brett Carlson
Quotations Representative
North Central Laboratories



Welcome to the Website for the

Water and Wastewater Lab



at NCL

Order Online

Services

Documents

About Us

Deals

New at NCL

BOD Incubators

New Technology for BOD Incubators

Using Peltier technology, these units do not require a compressor, like older models. All models have mechanical convection and meet Standard Methods requirements for BOD incubators. These models consume up to 70% less power and reduce air conditioning loads up to 75%. Features include digital temperature controller, over-temp control, and door ajar alarm.

All models:

- * Microprocessor Control System
- * P.I.D. Temperature Control
- * LED Display of Set Point and Chamber Temperature
- * Interior Electrical Outlet
- * Fan Assisted/Forced-Air Circulation
- * Aluminum Interior
- * 24 Month Limited Warranty

Model	MSRI-3P Countertop	SRI-6P Undercounter	SRI-20P Floor Model
Exterior Dimen (w x d x h)	23.5 x 21.0 x 33.7	30.0 x 31.5 x 33.5	30.0 x 31.5 x 69.5
Chamber Dimen (w x d x h)	19.0 x 16.2 x 26.2	25.5 x 24.0 x 18.5	25.5 x 24.0 x 54.5
Capacity (cu. ft.)	3	6.5	19.3
Capacity (BOD bottles)	85	185	546
Temp range °C	15 - 40°C	15 - 40°C	15 - 40°C
No. of shelves	2	2	5
NCL #	SL-3P	SL-6P	SL-20P
Price/ea	4365.00	4640.00	6860.00

Note: Pay careful attention to the exterior dimensions, especially the width of the undercounter model. Allow 4" space all the way around the floor model for proper

QUOTATION

THE LAB DEPOT
 469 LUMPKIN CAMPGROUND RD S
 DAWSONVILLE, GA 30534
 706-265-2320

Order Number	
351357	
Order Date	Page
3/5/2019 12:58:45	1 of 1

Quote Expires On 6/3/2019

Bill To:
 CITY OF OTTUMWA WATER POLLUTION FACILTI
 ATTN: ACCOUNTS PAYABLE
 2222 EMMA STREET
 OTTUMWA, IA 52501

Ship To:
 CITY OF OTTUMWA WATER POLLUTION FACILTI
 2222 EMMA STREET
 OTTUMWA, IA 52501

Requested By: . JULAINE OLSON

Customer ID: 168028

PO Number	Ship Route	Taker
QUOTE 3/05-3/5/2019 13:00:13		ANDREA GRINDLE

Quantities			UOM Unit Size	Disp.	Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining						
1.0000	0.0000	1.0000	EA		SRI20P	EA	4,771.25	4,771.25
				1.0	BOD THERMO. COOLED INCUBATOR,19.3 CU.FT BOD THERMOELECTRIC COOLED INCUBATOR, 19.3 CU. FT.			
<p>Order Line Notes: PLEASE NOTE THIS UNIT HAS A 4 - 5 WEEK LEAD TIME</p>								

Total Lines: 1

SUB-TOTAL: 4,771.25
TAX: 0.00
FR SHIPPING CHARGE: 550.00
AMOUNT DUE: 5,321.25
 U.S. Dollars

QUOTATION

HDSEFM
 D/B/A USABLUEBOOK
 PO Box 9004
 Gurnee, IL 60031-9004
 Toll free: 1-800-548-1234
 Fax: (847) 689-3030

NO. 131818

Page 1

03/13/19

Ship-to: 2
 OTTUMWA, CITY OF
 WASTEWATER TREATMENT FACILITY
 2222 S EMMA ST
 OTTUMWA IA 52501-3508
 USA

Bill-to: 15933
 OTTUMWA CITY OF
 2222 S EMMA ST
 OTTUMWA IA 52501
 USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
3/13/19	04/12/19	GZC	NET 30	01	FXD/PPD	DAYTON FREIGHT

QUOTED BY: GZC | QUOTED TO: JULAINE OLSON

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
48304	Incubator Refrig 19.3cf 120V BOD Peltier B/O LEAD TIME 4 WEEKS PER MG \$165.12 VIA DAYTON FRT	1	EA	5292.00	EA	5292.00

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
5292.00	.00	.00	165.12	5457.12

USE THIS QUOTE # ON PO's!

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: March 19, 2019

ITEM NO. _____

Joni Keith
Prepared By



Administration
Department

Andy Morris
Department Head

AGENDA TITLE: Approve a two-year lease agreement with YOUiversal Products, LLC for the rental of Building #34 at 14521 Second Avenue at the Ottumwa Regional Airport.

PURPOSE: Approve the Lease Agreement.

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

DISCUSSION: YOUiversal Products LLC has requested to lease Building #34, located at 14521 Second Avenue at the Ottumwa Regional Airport for two years. The rent will be \$500 per month beginning May 1, 2019 through April 30, 2021. This is the former Bakery Trading Company building that has been empty for several years. Attached is a copy of the proposed Lease Agreement.

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this 1st day of May, 2019 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and YOUuniversal Products, LLC, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent approximately 6,000 square feet of Building #34, located at 14521 Second Avenue, at the OTTUMWA REGIONAL AIRPORT.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby lease unto LESSEE, and LESSEE does hereby take from LESSOR, certain premises and facilities, rights, services and privileges in connection with and at the Airport as follows:

ARTICLE I – PREMISES

A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit: Approximately 6,000 square feet of Building #34, located at the Ottumwa Regional Airport.

B. That LESSEE will use the leased premises to store, manufacture and distribute its products, and shall be used by the LESSEE for that purpose, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.

C. LESSEE will not, without the express written approval of the LESSOR, place any sign or decorations on the leased premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from erecting or permitting to be erected, any building or other structure at the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. LESSEE shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

ARTICLE II – TERM

A. LESSEE shall have and hold all the privileges herein described on a month-to-month basis beginning May 1, 2019, and ending no later than April 30, 2021.

B. Each party has the right to terminate said Lease Agreement with a 30-day written notice to the other party.

ARTICLE III – RENTAL AND FEES

A. LESSEE agrees to pay LESSOR the sum of \$500.00 (Five Hundred Dollars) per month for said premises as described in Article I, together with interest at the rate of 12% per annum on all delinquent installments. Rental fee shall be rounded to the next highest dollar increment.

ARTICLE IV – TERMINATION OF LEASE

A. **TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS.** This lease shall terminate upon the expiration of the lease term, or upon default in payment of rent herein, or upon any other default by LESSEE in accordance with the terms and provisions of this lease.

B. In the event of default of any material term herein, this lease may, at the option of the LESSOR, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, LESSOR shall give LESSEE a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within the thirty (30) day period.

C. **BANKRUPTCY OR INSOLVENCY OF LESSEE.** In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its option, immediately terminate this lease and reenter said premises, upon giving of ten (10) days written notice by LESSOR to LESSEE all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

E. Acceptance of keys, advertising and re-renting by the LESSOR upon the Tenant's default shall be construed as an effort to mitigate damages by the LESSOR and not as an agreement to terminate this lease.

F. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved in addition to all other remedies now or hereafter provided by law may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

ARTICLE V – MAINTENANCE OF PROPERTY AND UTILITIES

A. LESSEE shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

B. LESSEE will, at its own expense, repair and replace glass, locks, hinges, doors, windows or any other part of the leased premises, if such damage is caused by the negligent actions of the LESSEE, its employees, agents, invitees, or licensees, or for normal wear and tear on said premises. LESSOR shall not be required to make the repairs to the building nor decorate the premises during the term of this lease. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option and after thirty (30) days written notice of its intention to do so, may complete said repairs; the costs thereof shall be repayable to the LESSOR by the LESSEE on demand and may be recovered as rent in arrears. LESSEE shall be responsible for mowing the premises and for snow removal on the premises.

C. LESSEE will do nothing, which will cause structural injury to the building. LESSEE will make no structural changes to the premises without prior written consent of LESSOR.

D. LESSEE will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by LESSEE to members of the general public. LESSEE will not allow trash of any kind to accumulate on said premises and will remove the same from the premises at its own expense.

E. LESSEE agrees to use the premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it.

F. **HAZARDOUS WASTE.**

(1) LESSEE shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written consent from, the LESSOR except for those FDA approved substances reasonably related to LESSEE's business.

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees

and costs of defense or any injury or such injury or damage as has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1). LESSOR shall defend, hold harmless and indemnify LESSEE from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage, caused by the act, neglect, fault or omission of LESSOR or its agents, predecessors, servants, employees, or invitees, resulting from the creation, utilization, storage, or disposal of any material or substance.

(3) These indemnifications are intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, during the term of the lease.

G. LESSEE shall allow all Public Utility companies unrestricted access to the property for the maintenance of all Public Utility facilities which are on, over, above, or below the described property.

ARTICLE VI – RULES AND REGULATIONS

A. LESSEE agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by LESSOR for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

ARTICLE VII – SURRENDER OF PREMISES AT END OF TERM

A. LESSEE agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of LESSEE.

ARTICLE VIII – INSURANCE

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. LESSEE will procure and deliver to the LESSOR a Certificate of Insurance to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective interests may appear. LESSOR will provide casualty insurance on the building. LESSEE will provide casualty insurance on the contents of said building.

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

C. LESSEE further agrees to comply with recommendation of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises due to increase risks or hazards resulting from LESSEE's use of the premises otherwise than as herein contemplated and agreed.

D. LESSOR shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the LESSOR to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa, Iowa is named as "Additional Insured" in respect of the insured's occupancy of the premises and building at the Ottumwa Regional Airport and the use of any part of the Airport which this Lease Agreement permits, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises and building at the Ottumwa Regional Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain liability insurance from a responsible insurance company or companies insuring against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage with coverage limits in the amount of \$100,000, including an endorsement adding LESSOR as an additional insured. Certificates shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE IX – INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by LESSEE'S use or occupancy of the demised premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of LESSOR, its agents or employees and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE. LESSEE shall have the right to compromise and defend the same to the extent of its own interest, only upon prior written consent of LESSOR.

B. Except as to any negligence of the LESSOR, arising out of roof and structural parts of the building, LESSEE will protect, indemnify and save harmless the LESSOR from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any personal property, happening or done in, upon or about the leased premises, or due indirectly to the tenancy, use or occupancy thereof, or any part thereof by the LESSEE or any person claiming through or under the LESSEE.

ARTICLE X – NON-DISCRIMINATION

A. The LESSEE for itself and successors in interest and assigns as part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose of which a Department of Transportation program activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

B. The LESSEE for itself and its successors in interest assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin or other basis of illegal discrimination shall be excluded for participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities.

(2) That in the construction of any improvement on, over or under such land, no personnel shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination based upon race, color, national origin or other basis of illegal discrimination.

(3) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

C. LESSEE further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE XI– ASSIGNMENT

A. LESSEE shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the LESSOR. Provided; however, that this shall not prevent the assignment of this Lease Agreement to a corporation or limited liability company with which

LESSEE owns, or may merge or consolidate with or which may succeed to the business or assets of LESSEE or a substantial part thereof. LESSEE shall not at any time sub-let space in any premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance. LESSOR shall not unreasonably withhold consent.

ARTICLE XII – NOTICES

A. Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City of Ottumwa
C/o Andrew Morris, City Administrator
105 East Third Street
Ottumwa, IA 52501

and notices to LESSEE, if sent by registered mail, postage prepaid, addressed as follows:

Zach Ashmore
2615 Meadowdale Street
Ottumwa, IA 52501

Or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE XIII – GENERAL CONDITIONS

A. This Lease Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for development of the Airport.

B. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the parties are merged into this agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

C. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

D. Neither the LESSEE nor anyone claiming by, through or under the LESSEE shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement hereon, or upon the leasehold interest of the LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

ARTICLE XIV – SAVINGS CLAUSE

Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

3/20/19
Date

Tom X. Lazio
Tom X. Lazio
Mayor, City of Ottumwa



ATTEST:

Sherrie Jones
~~Christina Reinhard~~ Sherrie Jones
City Clerk Acting

3/8/19
Date

YOUuniversal Products, LLC
By Zach Ashmore
Zach Ashmore, Owner

FILED
CITY OF OTTUMWA
2019 MAR 14 AM 11:28
Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 19, 2019

Alicia Bankson

Prepared By

Jerry Seals

Department Head

Engineering
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Set the Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost for the 2019 Asphalt Street Repair Program.

**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: Set time, date, and place of the Public Hearing as:

5:30 PM
April 2, 2019
City Hall Chambers

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.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

FILED CITY OF OTTUMWA

Staff Summary

2019 MAR 14 AM 11:28

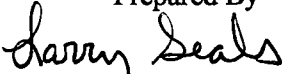
****ACTION ITEM****

CITY CLERK
OTTUMWA, IA

Council Meeting of: March 19, 2019

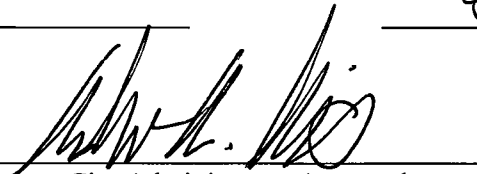
Alicia Bankson

Prepared By



Department Head

Engineering
Department



City Administrator Approval

AGENDA TITLE: Set the Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost for the 2019 Catch Basin Replacement Program.

**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: Set time, date, and place of the Public Hearing as:

5:30 PM
April 2, 2019
City Hall Chambers

DISCUSSION: This is our annual catch basin project and will reconstruct and raise catch basin wells with new grates as indicated on plans and specifications. Basins are located on various streets located within the City of Ottumwa.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

FILED
CITY OF OTTUMWA
2019 MAR 14 Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: March 19, 2019

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

Robert H. King

City Administrator Approval

AGENDA TITLE: Set the Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost for the 2019 Sanitary Utility Access Program.

 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: Set time, date, and place of the Public Hearing as:

5:30 PM
April 2, 2019
City Hall Chambers

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

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

FILED

2019 MAR 14 AM 11:28

CITY OF OTTUMWA

Staff Summary

CITY OF
OTTUMWA

**** ACTION ITEM ****

Council Meeting of: March 19, 2019

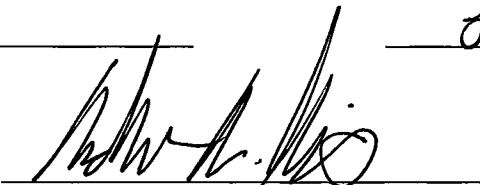
Alicia Bankson

Prepared By



Department Head

Engineering
Department



City Administrator Approval

AGENDA TITLE: Set the Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost for the 2019 Street Crack & Seal Program.

**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: Set time, date, and place of the Public Hearing as:

5:30 PM
April 2, 2019
City Hall Chambers

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

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

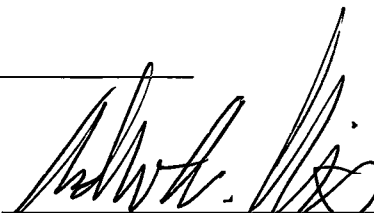
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CITY OF OTTUMWA

2019 MAR 14 Staff Summary
MAY 28

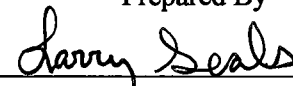
CITY OF OTTUMWA, IA
** ACTION ITEM **

Council Meeting of: March 19, 2019

Engineering
Department



City Administrator Approval

Alicia Bankson
Prepared By


Department Head

AGENDA TITLE: Set the Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost for the 2019 Sidewalk Drop Program.

**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: Set time, date, and place of the Public Hearing as:

5:30 PM
April 2, 2019
City Hall Chambers

DISCUSSION: This is the 8th 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.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

FILED

CITY OF OTTUMWA
Staff Summary

015 MAR -7 PM 4:22

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2019

Jody Gates

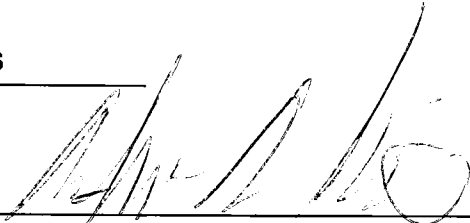
Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 48 - 2019, a resolution setting May 7, 2019 as the date of a public hearing on the disposition of City owned property located at 430 S. Milner

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. 48 - 2019

DISCUSSION: Bids for the sale of this property will be accepted until 2:00 P.M. April 30, 2019. The best bidder will enter into a development agreement with the City for the re-development of the property. This property is the old Cal's Jack and Jill Store and used more recently as a pet store.

RESOLUTION No. 48 - 2019

A RESOLUTION SETTING MAY 7, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 430 SOUTH MILNER

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the South 95 feet of Lots 41 and 42 in Block 5 of M.J. Williams Third Addition to the City of Ottumwa, Wapello County, Iowa, also known as 430 S. Milner; and

WHEREAS, the above described property is a commercial building which will be sold to be repaired for a business or residential building or demolished and a new structure built; and

WHEREAS, the successful bidder will provide information in their proposal as to the number of jobs that will be created if the building is used for a business or the number of dwelling units created if used for housing and the dollar amount of the investment they intend to make; and

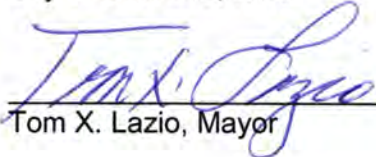
WHEREAS, bids will be received until 2:00 PM April 30, 2019, at which time they will be opened and a successful bidder identified.

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

That the 7th day of May 2019 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 best bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.



PASSED AND ADOPTED this 19th day of March 2019.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



~~Christina Reinhard, City Clerk~~
Sherrie Jones, Acting City Clerk

FILED
CITY OF OTTUMWA
2019 MAR 11 AM 11:28
Staff Summary
** ACTION ITEM **
OTTUMWA, IA

Council Meeting of: March 19, 2019

Alicia Bankson
Prepared By
Gene Rathje
Department Head

Parks Department
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #53-2019. Approving the contract, bond, and certificate of insurance for Beach Phase 4, Contract B, Slide Restoration Project 2019.

 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 #53-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with A1A Sandblasting (Iowa) of Menahga, Minnesota for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 5, 2019 City Council Meeting in the amount of \$66,500.00.

Bid Amount: \$66,500.00

Engineer's Opinion of Cost: Contract B: \$120,000.00

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #53-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR BEACH PHASE 4, CONTRACT B, SLIDE RESTORATION PROJECT 2019

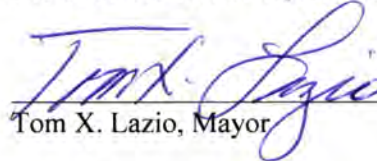
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to A1A Sandblasting (Iowa) of Menahga, Minnesota in the amount of \$66,500.00 based on total unit price and estimated quantities; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with A1A Sandblasting (Iowa) of Menahga, Minnesota, for the above referenced project are hereby approved.


APPROVED, PASSED, AND ADOPTED, this 19th day of March, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Sherrie Jones, Acting City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this 7 / march, 2019, by and between the City of Ottumwa, Wapello County, Iowa, the party of the first part, hereinafter called the OWNER and A1A Sandblasting (Iowa), of Menahga, Minnesota the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "PHASE 4 - BEACH OTTUMWA SLIDE & FEATURE MAINTENANCE/RESTORATION PROJECT 2019 - Ottumwa, Iowa" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed", and shall be completed by May 17, 2019 in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$66,500.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$500,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or **\$2,000,000** combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the one (1) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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



ATTEST:
Sherrie Jones
Sherrie Jones
Title Acting City Clerk

CITY OF OTTUMWA, IOWA

By Tom X. Lazio
Title Mayor Tom X. Lazio

AIA Sandblasting (Iowa)
Contractor
By m - D. Marjama
Title Owner / operator
Address 334 main st. S.W.
City, State, Zip Menahga, MN.

56464

SECTION 00510
PERFORMANCE BOND #61C009363

KNOW ALL PERSONS BY THESE PRESENTS: that

A Sandblasting (Iowa),

(Name of Contractor)

Main St. SW, Menahga, MN 56464

(Address of Contractor)

Individual, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Ohio Casualty Insurance Company,

(Name of Surety)

Maple Ave., Keene, NH 03431

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Sixty Six Thousand, Five Hundred and 00/100 Dollars
(5,500.00) in lawful money of the United States, for the payment of which sum well and truly to be
done, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this _____ day of _____, 2019, a copy of which is hereto
attached and made a part hereof for the construction of:

**PHASE 4-BEACH OTTUMWA SLIDE & FEATURE MAINTENANCE/RESTORATION
PROJECT 2019**

Ottumwa, Iowa

Therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
conditions, terms, conditions and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and
within the ONE (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense
which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and
expense which the OWNER may incur in making good any default, then this obligation shall be void,
and this bond shall be null and void.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 12th day of March, 2019.

ATTEST:

✓

(Principal) Secretary

(SEAL)

✓

(Witness as to Principal)

✓

(Address)

A1A Sandblasting (Iowa)

Principal
By [Signature] (s)

334 Main St. SW

Menahga, MN 56464
(Address)

ATTEST:

[Signature]
(Surety) Secretary Sandy Kruger

(SEAL)

[Signature]
Witness as to Surety Debbie Frye

Brunswick Companies,
5309 Transportation Blvd.
Garfield Heights, OH 44125
(Address)

The Ohio Casualty Insurance Company (s)
Surety

By [Signature]
Attorney-in-Fact Todd A. Stein

62 Maple Ave.
Keene, NH 03431
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

SECTION 00520
PAYMENT BOND #61C009363

KNOW ALL PERSONS BY THESE PRESENTS: that

AIA Sandblasting (Iowa)

(Name of Contractor)

334 Main St. SW, Menahga, MN 56464

(Address of Contractor)

a Individual, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

The Ohio Casualty Insurance Company,

(Name of Surety)

62 Maple Ave., Keene, NH 03431

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Sixty Six Thousand, Five Hundred and 00/100 Dollars (\$ 66,500.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

**PHASE 4-BEACH OTTUMWA SLIDE & FEATURE MAINTENANCE/RESTORATION
PROJECT 2019**

Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 12th day of March, 2019.

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

AIA Sandblasting (Iowa)

Principal

By *[Signature]* (s)

334 Main St. SW

Menahga, MN 56464

(Address)

ATTEST:

[Signature]
(Surety) Secretary Sandy Kruger

(SEAL)

[Signature]
Witness as to Surety Debbie Frye

The Ohio Casualty Insurance Company (s)

Surety

By *[Signature]*
Attorney-in-Fact Todd A. Stein

62 Maple Ave.

Keene, NH 03431

(Address)

Brunswick Companies

5309 Transportation Blvd.

Garfield Heights, OH 44125

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 61C009363

Principal: ATA Sandblasting (Iowa)

Company Name: Brunswick Companies

Office: City of Ottumwa, Iowa

Agent Code: 346108

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint Mark Levinson, Todd A. Stein, Jeff McQuate of Fairlawn, Ohio its true and lawful agents and attorneys-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and OBLIGATIONS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 15th day of November, 2013.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 15th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, I, David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.

A power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

The officers or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

The power or authority granted to my representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officers or officers granting such power or authority.

A certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

RESOLVED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney executed by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 12th day of March, 2019

State of Iowa

OUR LIBERTIES WE PRIZE AND OUR RIGHTS WE WILL MAINTAIN

Certificate of Authority

Company No
0773

This is to certify that Ohio Casualty Insurance Company (The)

organized under the laws of New Hampshire has complied with all the requirements of the law, to be observed by such corporation, association or society, and that it is authorized to transact, within this state, until the 1st day of June next, subject, however, to all the provisions and restrictions of the laws of the State of Iowa now or hereafter enacted, the kinds of insurance listed below which are specifically designated by the following numerals

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26

- | | | |
|--|-------------------------------------|---|
| 1 Fire | 16 Liability other than auto (B I) | 30 Life, includes credit life, variable life, annuities, variable annuities and group |
| 2 Extended coverage | 17 Liability other than auto (P.D.) | 31 County mutual association |
| 3 Other allied lines | 18 Auto liability (B.I.) | 32 Fraternal benefit |
| 4 Homeowners multiple part (inc B I) | 19 Auto liability (P.D.) | 33 Reciprocal |
| 5 Commercial multiple part | 20 Auto physical damage | 34 Mortgage guaranty |
| 6 Earthquake | 21 Aircraft physical damage | 35 Non-profit hospital and medical services |
| 7 Growing crops | 22 Fidelity | 36 Assessment accident |
| 8 Ocean marine | 23 Surety | 37 Health maintenance organization |
| 9 Inland marine | 24 Glass | 38 Benevolent association |
| 10 Accident only (individual) | 25 Burglary and theft | 39 Financial guaranty |
| 11 Accident and health (individual) | 26 Boiler and machinery | 40 |
| 12 Hospital and medical expense (individual) | 27 Livestock (only) | |
| 13 Group accident and health | 28 Credit (only) | |
| 14 Non-cancelable accident and health | 29 Reinsurance (only) | |
| 15 Workers' compensation | | |



CODE AUTHORITY

515 48

In witness whereof I have hereunto set my hand and affixed the official seal at my office in the city of Des Moines.

The 1st day of June In the year 2018

[Signature]

INSURANCE COMMISSIONER OF IOWA



PRINTED IN U.S.A.

FILED

CITY OF OTTUMWA

2019 MAR 14 AM 11:28

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 19, 2019

Alicia Bankson

Prepared By

Darry Deals

Department Head

Engineering
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #55-2019. Approving the contract, bond, and certificate of insurance for N Jefferson Street Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #55-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Jones Contracting Corp of West Point, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 5, 2019 City Council Meeting in the amount of \$794,777.00.

Bid Amount: \$794,777.00
Engineer's Opinion of Cost: \$671,379.00

Funding:
City of Ottumwa: \$671,379.00
Ottumwa Water Works: \$ 93,550.00
\$764,929.00

FY 18/19 - \$336,000.00
FY 19/20 - \$300,000.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #55-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE N JEFFERSON STREET RECONSTRUCTION PROJECT

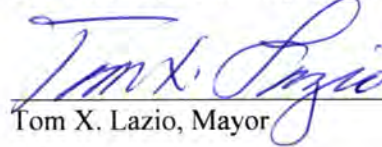
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Jones Contracting Corp of West Point, Iowa in the amount of \$794,777.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 19th day of March, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Sherrie Jones, Acting City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this March 19, 2019, by and between the City of Ottumwa, Wapello County, Iowa, the party of the first part, hereinafter called the OWNER and Jones Contracting Corp of West Point, Iowa, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE 1

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

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed and shall be completed in **75 working days** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$794,777.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$500,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or **\$2,000,000** combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the one (1) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Tom X. Lazio
Title Mayor Tom X. Lazio

ATTEST:

Sherrie Jones
Sherrie Jones
Title Acting City Clerk

Jones Contracting Corp
Contractor

By Pat Jones
Title President

Address PO Box 156

City, State, Zip West Point, Iowa 52656

PERFORMANCE BOND

CONTRACTOR (name and address):

Jones Contracting Corp.
P. O. Box 156
West Point, IA 52656

SURETY (name and address of principal place of business):

Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251

OWNER (name and address):

City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Seven Hundred Ninety-four Thousand Seven Hundred Seventy-seven And No/100 Dollars (\$794,777.00)

Description (name and location): North Jefferson Street Reconstruction Project - Ottumwa, IA

BOND

Bond Number: 002160M

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Seven Hundred Ninety-four Thousand Seven Hundred Seventy-seven And No/100 Dollars (\$794,777.00)

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Jones Contracting Corp. (seal)

Contractor's Name and Corporate Seal

Westfield Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature

Pat Jones
Print Name

Resident
Title

Attest: [Signature]
Signature

Office Manager
Title

By: [Signature]
Signature (attach power of attorney)

Dione R. Young
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature **Cindy Bennett**

Witness to Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

PAYMENT BOND

CONTRACTOR (name and address):

Jones Contracting Corp.
P. O. Box 156
West Point, IA 52656

OWNER (name and address):

City of Ottumwa
105 E. Third St., Ottumwa, IA 52501
CONSTRUCTION CONTRACT

SURETY (name and address of principal place of business):

Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251

Effective Date of the Agreement:

Amount: Seven Hundred Ninety-four Thousand Seven Hundred Seventy-seven And No/100 Dollars (\$794,777.00)

Description (name and location): North Jefferson Street Reconstruction Project - Ottumwa, IA

BOND

Bond Number: 002160M

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Seven Hundred Ninety-four Thousand Seven Hundred Seventy-seven And No/100 Dollars (\$794,777.00)

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Jones Contracting Corp. (seal)

Contractor's Name and Corporate Seal

By: [Signature]
Signature

Pat Jones
Print Name

President
Title

Attest: _____
Signature

Title

SURETY

Westfield Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Dione R. Young
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature Cindy Bennett

Witness to Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/31/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1429262 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY S. BARTENHAGEN, LACEY CRAMBLIT, LAURE GUISSINGER, DIONE R. YOUNG, SYDNEY BURNETT, SETH ROOKER, JOINTLY OR SEVERALLY

of WAUKEE and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 31st day of OCTOBER A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 31st day of OCTOBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



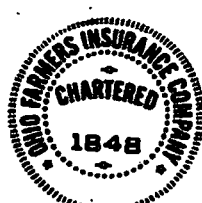
David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of



Frank A. Carrino Secretary Frank A. Carrino, Secretary



BVC Hotel Project Report

Our negotiations with Chrisbro Hospitality, our BVC Hotel developer, have reached a point where we felt it is appropriate to brief council members at length. Members should now have a copy of our initial draft of the Development Agreement (DA). We would like for you to have finished your review of it and submit any changes or additions you would like to see or discuss by March 21st. Our attorney is out of town this week, but we will be drafting your changes or questions in preparation for their return on Monday March 25th. The following is from our last report and is a description of our project and financing mechanism:

The Project

- Spring Hill Suites (Marriott) at BVC
- 96 Rooms
- Pool, fitness, and spa areas
- Bistro and bar area
- Firepit between BVC and River (developer expense)
- Alterations within BVC for transition (Developer expense)
- Parking adjacent to hotel structure and within currently paved area @ BVC (developer expense)
- Parking south of current paved lot (graveled presently) and west of Church St. (City Expense)

The hotel will be connected to BVC via a climate controlled constructed vestibule passageway and be oriented between the BVC loading dock and front entrance. Some measure of construction will take place within BVC in order to make this connectivity seamless with our "as built" conditions. As you can see from the provided renditions, the front façade of the hotel will provide a complimentary architectural focus on our BVC front entrance area, with the hotel awning being just to the south, in a captured courtyard type of arrangement with BVC entryway. Traffic flow and parking schemata will be re-oriented to provide for efficient and safe egress and ingress. Although we do not have current elevation renditions representing the change from the elevation renditions we have, our developer has rotated the hotel structure approximately 35 degrees counter clockwise, allowing for a more horizontal alignment with the current parking layout and angularity. This change will allow for a higher overall parking count immediately adjacent to the hotel and an improved entranceway into the hotel when approaching from the east going west in to what is essentially the rear façade of the hotel, facing the Jefferson St. Bridge. This rear entrance will be a climate controlled and connected to the lobby/vestibule component that establishes connectivity with the BVC. Architecturally speaking, this orientation will be more dynamic and will offset the connection breezeway more appreciably with the angle changes at connection point being more visually obtuse. Work on the scale and finished design of the connecting

structural elements are still ongoing and so fitment with the dynamic of the northwest point is yet to be seen, but certainly the landscaping and front façade aspects presented by this design are more appreciable.

As you can see from our parking chart, we are recommending that our new parking addition areas be to the south, on the area presently graveled, and to the west, across Church Street. There are a few reasons for this arrangement. From a functional perspective, to use the ball field area adjacent to Jefferson as a primary parking area, would be less desirable, as we would be introducing the bulk of pedestrian entrance from the rear of the facility, due to the structural aspects of BVC. Parking adjacent to Jefferson would also be a good distance from the facility. Future construction on Jefferson would also introduce significant challenges and costs in pedestrian flow. Lastly, introducing the majority of pedestrian flow from the front façade area of the BVC is also highly favored from a commercial, architectural, and operational perspective and is strongly recommended by both our developer and staff.

The street crossing on Church St. would be a substantial crosswalk with ample lighting and caution lamp assistance on button demand. Traffic speed controls would reduce maximum speeds from their current level, in order to ensure safety.

We are estimating approximately 100 parking spaces to the west of Church St., approximately 110 spaces on the south lot at BVC, and approximately 210 spaces surrounding and adjacent to BVC in the main parking area (subject to increase by recent building orientation change), for a total of 410. Additional overflow parking could be established to the east of the Jefferson St. Bridge as well. Currently, the BVC has approximately 353 parking spaces.

The parking area immediately adjacent to and surrounding the BVC Hotel will be part of our developer's deliverables to us, or a component of "the project". The parking areas to the south and west are to be constructed by the City and are not part of the developer's costs.

As you can see from the parking rendition in this packet, the tennis courts to the west of Church St. are not being impacted by our parking construction there, as we have pulled back the filling activity to encompass only half of this lot at this point, sacrificing some of what would be available parking, but preserving the courts for future use and avoiding any cost consideration associated with replacement.

Incentives

We had initially desired to have our financial arrangement be a TIF rebatement agreement for fifteen years, similar to other projects we have done, whereby the City acts essentially as a pass through for the yearly taxes our developer would pay, receiving them annually and then rebating them back to the developer. In negotiations with the developer, a fifteen year period was found to be too long a repayment schedule for their investors and it was requested that the period be lowered to a ten-year period. In analyzing this, it was found to be impossible for the City to make the project work in that time frame with a TIF rebatement type mechanism, due to the attainable property assessment not being sufficient in providing the yearly funding demand for a \$4 million incentive, \$3.5 million of which the City would provide, which would need to be \$350,000 yearly, or an assessment of roughly \$11 million.

We communicated this impasse to our developer and made a counter offer. Our counter offer lowers the overall incentive to \$3.5 million, but offers this incentive on the front end of the project in cash form, via a bond issuance by the City. This bond issuance would be repaid by the City using the TIF increment created by the project, as well as a \$1 million grant to the City from the Legacy Foundation.

In essence, there are two components to this agreement – the BVC Hotel and our additional new parking areas. The following is how each component is structured within our overall proposed development:

BVC Hotel

The City will issue G.O. bonds totaling \$3.5 million. We have provided a bond amortization schedule in order to illustrate the possible structure of this loan. These bonds will be repaid over a 20 year period, using the TIF increment produced by the hotel project. The county assessor has agreed to sign a minimum assessment agreement, with our developer and ourselves, insuring a \$7.3 million minimum assessment for the life of our agreement (20 years), which equates to a post rollback number of \$6.57 million. This minimum assessment agreement will be in our DA.

In addition to our TIF revenue from this project, Legacy Foundation will be agreeing to provide \$1 million toward this project, in \$50,000 annual payments, for 20 years. This Legacy Foundation economic development grant will fill our debt abatement funding gap annually, allowing for us to have good security in our ability to abate our bond note throughout the 20 year term. Our yearly increment for the TIF revenue should come in at approximately \$236,000 - \$256,000 annually. As you can see from our amortization schedule estimates, our yearly cost for the bond abatement would be approximately \$252,000 on average yearly.

New Parking Areas

The City would need to abate the cost of the two new additional parking lots by issuing approximately \$700,000 in G.O. bonds from newly produced revenue resulting from the BVC hotel operations. We have included an amortization schedule depicting a likely payment scenario for such a bond issuance. In order to do so, and without an impact to the City's debt levy, the City would need to sequester the newly produced Hotel/Motel Tax revenue in an amount that would meet our debt abatement needs **(Approximately \$85,000 yearly)** prior to this new revenue being divided according to the formulaic agreements with CVB and others. This sequestering mechanism is essential to our completing the new parking lot additions, as given our other economic development and bonding initiatives, during this same period of time, other means of funding these projects, such as LOST or our debt levy, are currently unavailable or are fiscally unfavorable as an alternative means of abatement. It is also preferable, in instances of such development, to have the project itself wholly contain its own costs, both primary and ancillary, when at all feasible.

By paving only half of the west side parking lot, and leaving the tennis courts untouched by development, we have significantly lowered the amount of abatement that would be necessary. Our original estimates, from our hotel consultant, were projecting approximately \$180,000 in overall Hotel / Motel Tax revenue. This number was roughly matched by our developer's internal hotel revenue

assumptions, using a formula that was apparently not as conservative on the front end of revenue, but ended in parity with our own estimates. This number equates to an average 60% capacity for 96 rooms at an average cost of \$120 per room.

Our overall revenue must be adjusted for a net new revenue projection, however, and we refer to this concept as “cannibalized” revenue. In other words, the percentage of overall revenue produced minus the portion of revenue the new hotel produces that we estimate is pulling revenue from other existing facilities is, in this sense, not “new” revenue, but cannibalized revenue, and therefore cannot be considered. We estimate the percentage of revenue cannibalized to be somewhere in the 10-30% range. Therefore, our new revenue will likely lie somewhere between a low of \$126,000 and a high of \$162,000, if this assumption is accurate.

Chrisbro is having to seek consultation for an independent hotel study, in order to provide to potential financiers for this project, and has agreed to provide this study to us as well. This independent study will include some measure of analysis focused on qualifying what portion of revenue is cannibalized within the overall revenue projected to be produced.

Summary

The following points are in summary of the presentations in this report and are a project timeline for us going forward:

March 19, 2019 – City Council BVC Hotel Project Update

April 2, 2019 – City Council Passes Resolution of Intent to enter into development agreement with Chrisbro Hospitality

April 16, 2019 – City Council Passes Resolution setting time and date for initial public hearing to amend the Westgate Urban Renewal Area (URA), allowing for project and development agreement

April 25, 2019 – City hosts Consultation Meeting for Affected Taxing Entities, regarding the use of TIF in BVC Hotel Project

May 21, 2019 – City Council holds Public Hearing and Adopts Westgate URA Amendment

May 21, 2019 – City Council approves Development Agreement with Chrisbro Hospitality

May 21, 2019 – City Council approves Lease Agreement with Chrisbro Hospitality for BVC Hotel construction property

June 12, 2019 – City Board of Adjustments votes to wave required parking (96 spaces) provision for Chrisbro Hospitality for BVC Hotel Project, as all parking will be public parking, shared between BVC and Spring Hill Suites, and ad hoc

June 17, 2019 – City Planning Commission approves site plan for Spring Hill Suites @ BVC

August 1, 2019 – Developer begins construction on Spring Hill Suites at BVC

FY 2020-21 – City provides \$3.5 million in economic development grant incentive to developer (Chrisbro Hospitality) of BVC hotel project, funded by taxable G.O. bond issuance and abated by TIF proceeds from “capturable” increased increment (\$7.3 million tax assessment, \$6.57 million after rollback) and assisted by a yearly stipend from Legacy foundation of \$50,000 per year for the 20 year term of the note, incentive funds are passed upon substantial completion of project

FY 2019-20/21 – City uses a \$700,000 municipal bond issuance in order to construct new public parking lots on south lot at BVC and west of Church St. across from BVC, bonds are abated via use of sequestered portion of newly produced Hotel/Motel Tax generated from new hotel operations (parking issue still under consideration)

FY 2020-2021 – Hotel Opens Fall of 2020

Included within this report are:

- G.O. Bond amortization schedules for \$3.5 million for developer incentives (taxable) and \$700,000 for parking elements (municipal)
- Parking schemata
- Elevation representations of east and west views of Spring Hill Suites at BVC
- Engineer’s initial sketch of hotel re-orientation
- Timeline for our Urban Renewal Area Amendment Process

Please let us know if you have questions or concerns stemming from this report or our informational meetings concerning this project.

CITY OF OTTUMWA
 DEVELOPMENT AMORTIZATION SCHEDULE
 SIMPLE ANNUAL INTEREST

AVER. INT 0.0375
 RATE

3/19/2019

	REPAYMENT PERIOD OF 20 Years				Fiscal Year		
	Interest	Principal	Total				
	\$3,500,000	\$0		\$0	2019		
1	\$3,380,000	\$131,250	\$120,000	\$251,250	2020	\$120,000	251250
2	\$3,255,000	\$126,750	\$125,000	\$251,750	2021	\$125,000	251750
3	\$3,125,001	\$122,063	\$130,000	\$252,062	2022	\$130,000	252062
4	\$2,990,000	\$117,188	\$135,000	\$252,188	2023	\$135,000	252188
5	\$2,850,000	\$112,125	\$140,000	\$252,125	2024	\$140,000	252125
6	\$2,705,000	\$106,875	\$145,000	\$251,875	2025	\$145,000	251875
7	\$2,555,000	\$101,438	\$150,000	\$251,438	2026	\$150,000	251438
8	\$2,400,000	\$95,812	\$155,000	\$250,812	2027	\$155,000	250812
9	\$2,240,000	\$90,000	\$160,000	\$250,000	2028	\$160,000	250000
10	\$2,075,000	\$84,000	\$165,000	\$249,000	2029	\$165,000	249000
11	\$1,900,000	\$77,813	\$175,000	\$252,813	2030	\$175,000	252813
12	\$1,719,999	\$71,250	\$180,000	\$251,250	2031	\$180,000	251250
13	\$1,529,999	\$64,500	\$190,000	\$254,500	2032	\$190,000	254500
14	\$1,329,999	\$57,375	\$200,000	\$257,375	2033	\$200,000	257375
15	\$1,119,999	\$49,875	\$210,000	\$259,875	2034	\$210,000	259875
16	\$899,999	\$42,000	\$220,000	\$262,000	2035	\$220,000	262000
17	\$679,999	\$33,750	\$220,000	\$253,750	2036	\$220,000	253750
18	\$459,999	\$25,500	\$220,000	\$245,500	2037	\$220,000	245500
19	\$239,999	\$17,250	\$220,000	\$237,250	2038	\$220,000	237250
20	-\$1	\$9,000	\$240,000	\$249,000	2039	\$240,000	249000
21	\$0	\$0	\$0	\$0	2040	\$0	0
22	\$0	\$0	\$0	\$0	2041	\$0	0
23	\$0	\$0	\$0	\$0	2042	\$0	0
24	\$0	\$0	\$0	\$0	2043	\$0	0
25	\$0	\$0	\$0	\$0	2044	\$0	0
26	\$0	\$0	\$0	\$0	2045	\$0	0
27	\$0	\$0	\$0	\$0	2046	\$0	0
28	\$0	\$0	\$0	\$0	2047	\$0	0
29	\$0	\$0	\$0	\$0	2048	\$0	0
30	\$0	\$0	\$0	\$0	2049	\$0	0
		\$1,535,812	\$3,500,001	\$5,035,813		\$3,500,001	5035813

Compound Period : Annual

Nominal Annual Rate : 3.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/07/2019	700,000.00	1		
2 Payment	03/07/2020	82,061.35	10	Annual	03/07/2029

AMORTIZATION SCHEDULE - Normal Amortization

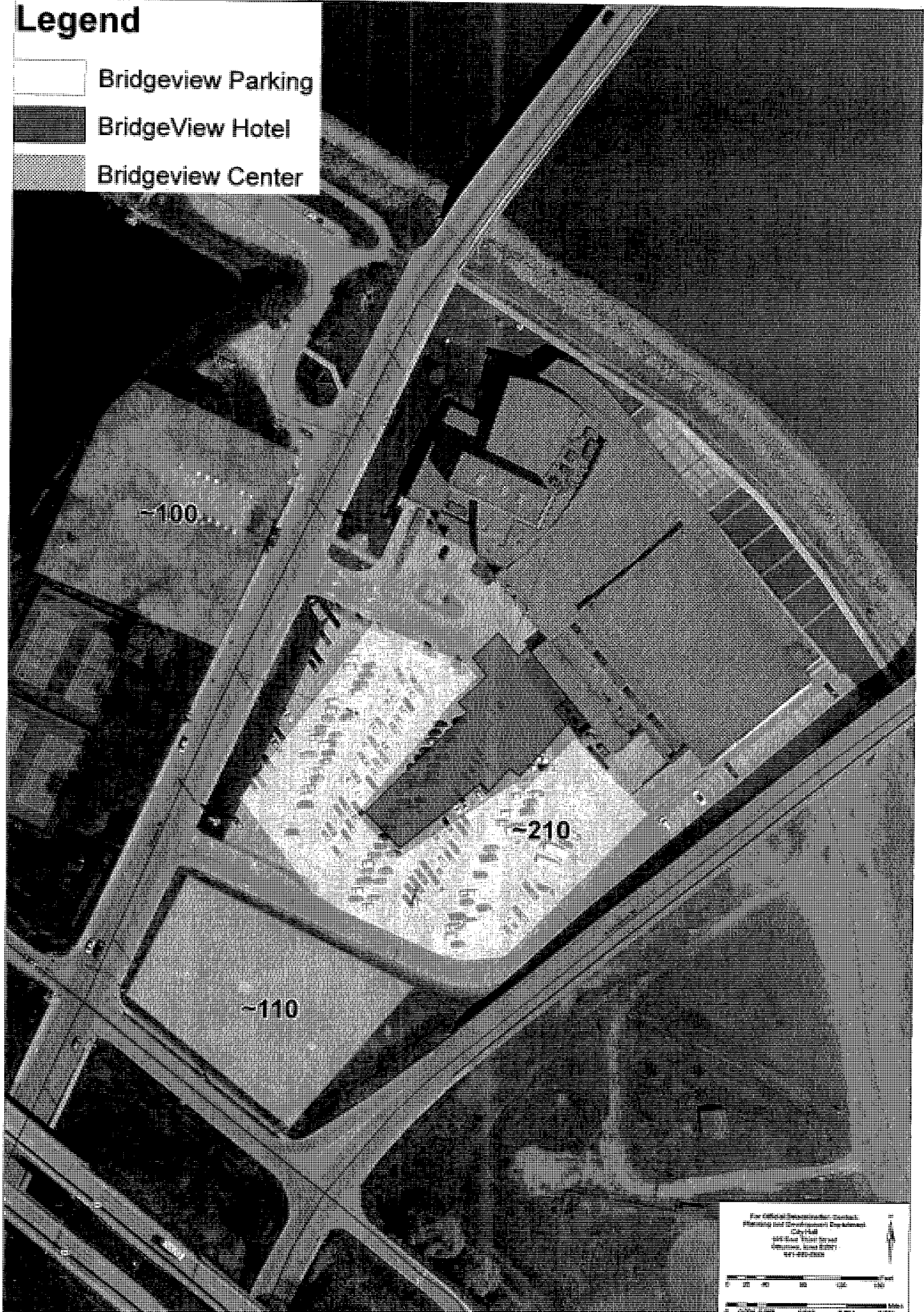
Date	Payment	Interest	Principal	Balance
Loan 03/07/2019				700,000.00
2019 Totals	0.00	0.00	0.00	
1 03/07/2020	82,061.35	21,000.00	61,061.35	638,938.65
2020 Totals	82,061.35	21,000.00	61,061.35	
2 03/07/2021	82,061.35	19,168.16	62,893.19	576,045.46
2021 Totals	82,061.35	19,168.16	62,893.19	
3 03/07/2022	82,061.35	17,281.36	64,779.99	511,265.47
2022 Totals	82,061.35	17,281.36	64,779.99	
4 03/07/2023	82,061.35	15,337.96	66,723.39	444,542.08
2023 Totals	82,061.35	15,337.96	66,723.39	
5 03/07/2024	82,061.35	13,336.26	68,725.09	375,816.99
2024 Totals	82,061.35	13,336.26	68,725.09	
6 03/07/2025	82,061.35	11,274.51	70,786.84	305,030.15
2025 Totals	82,061.35	11,274.51	70,786.84	
7 03/07/2026	82,061.35	9,150.90	72,910.45	232,119.70
2026 Totals	82,061.35	9,150.90	72,910.45	
8 03/07/2027	82,061.35	6,963.59	75,097.76	157,021.94
2027 Totals	82,061.35	6,963.59	75,097.76	
9 03/07/2028	82,061.35	4,710.66	77,350.69	79,671.25
2028 Totals	82,061.35	4,710.66	77,350.69	
10 03/07/2029	82,061.35	2,390.10	79,671.25	0.00
2029 Totals	82,061.35	2,390.10	79,671.25	
Grand Totals	820,613.50	120,613.50	700,000.00	

City of Ottumwa, Iowa

Bridge View Center Hotel

Legend

- Bridgeview Parking
- BridgeView Hotel
- Bridgeview Center







FORM SCHEDULE FOR ADOPTION OF UR AMENDMENT

(and information needed to complete relevant proceedings)

		DATE	TIME	LOCATION	NAME
<div style="display: flex; flex-direction: column; align-items: center;"> <div style="margin-bottom: 20px;"> <p>About 7 days between 1st mtg & Cons. mtg</p> </div> <div style="margin-bottom: 20px;"> <p>About 30 days between 1st mtg and public hearing</p> </div> <div> <p>About 23 Days between cons. mtg and public hearing</p> </div> </div>	<p>FIRST MEETING (Set dates of Public Hearing on UR Amendment)</p>	April 16, 2019	5:30 PM	City Hall Council Chambers	N/A
	<p>Mail out 3 items to Affected Taxing Entities on this date:</p> <ol style="list-style-type: none"> 1. Notice of cons. 2. Notice of public hearing for UR Plan 3. Copy of resolution setting dates for UR Plan (WITH PLAN ATTACHED & LABELED AS EXHIBIT 1) 	Mailing April 18, 2019 At latest	N/A	N/A	N/A
	<p>CONSULTATION MEETING with Affected Taxing Entities</p>	April 25, 2019	2:00 PM	City Hall Council Chambers	Name & Title of Designated Rep. for Consultation: Kevin C. Flanagan
	<p>Send PUBLIC HEARING NOTICE to paper by this date: (in order to publish on time)</p>	May 3, 2019	N/A	N/A	Name of Paper to Publish in: Ottumwa Courier
	<p>Date Notice to be PUBLISHED</p>	May 10, 2019	N/A	N/A	N/A
	<p>SECOND MEETING (Public Hearing and Adoption of UR Amendment)</p>	May 21, 2019	5:30 PM	City Hall Council Chambers	N/A

01446247-199500-009

***Additional Meetings are as follows:**

June 12th – Board of Adjustments Meeting: Variance proceedings for Required Parking Spaces for BVC Hotel, Variance for 96 spaces down to none, as all parking is public, shared, and ad hoc

June 17 – Ottumwa Planning Commission: Meeting is for site approval for BVC Hotel Project

POLICY #___ - 2019

CITY POLICY REGARDING THE DISPOSAL OF SURPLUS CITY PROPERTY

This policy is implemented to ensure the proper and legal method to sell or dispose of city surplus property. This eliminates potential conflicts of interest or any appearance of impropriety by City employees, staff or board and council members.

City surplus property means items of personal property, such as equipment and supplies, for which the City no longer has a business use, but that have some reuse value. Personal property means anything of value belonging to the city, other than real property, under the control of the City Administrator or designee. Tangible personal property that becomes part of realty is not personal property. City surplus does not mean personal property that a City department uses as a trade-in or that is transferred from one city department to another city department; or another state, city or county agency when the receiving agency has a business use for the property. Scrap means personal property, such as equipment and supplies, which is to be disposed of because it does not have sufficient value to justify preparing it for reuse or reprocessing. Scrap may be recycled or sold.

The City Administrator, or designee, shall dispose of all personal property of the city under the City's control when the personal property becomes unnecessary or unfit for further use by the city. This rule establishes the procedures for inspecting, selecting and removing surplus city property.

City Department Heads will notify the City Administrator or designee regarding any City surplus property that becomes unnecessary or unfit for further use by the City. The City Administrator or designee may dispose of unfit or unnecessary personal property by auction or other method of sale, trade-in, salvage, recycling, donation or transfer, or may properly and safely dispose of it by other means.

Items originally purchased with grant funds may be required to be returned to the granting agency or direction obtained from the granting agency for disposal.

The City Administrator or designee may sell surplus property by local public auction when it is determined this is the most cost-effective method of disposal.

In the event, local public auction is not determined as the most effective way to dispose of surplus property, the City Administrator will designate the item be sold on GovDeals, which is an online auction service for city, county and state governments or agencies. Specifically, GovDeals is designed to enable public entities and their agencies the ability to sell surplus and confiscated vehicles, assets, property and equipment over the Internet. GovDeals is the current State contracted vendor for this service. Upon a change in the State's contracted vendor, the City will sell its surplus property through the State's designated vendor. City employees are eligible like other members of the public to bid on items once they are posted at public auction or the online auction, so long as they do NOT bid while on duty and do not use city resources to do so.

If the personal property has been listed twice on the GovDeals auction site and did not sell, the item may be donated to a not-for-profit entity for disposal, or sold for scrap or recycling or deposited as refuse, all as recommended by the City Administrator or designee.

FILED

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

2019 MAR 14 AM 7:56
OTTUMWA

Council Meeting of : Mar 19, 2019

Jody Gates

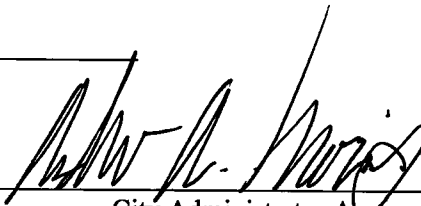
Prepared By

Kevin C Flanagan KCF

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Bid report and contract award for asbestos removal and demolition of 2010 Bertha 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 contract for the above work to Dan Laursen for the best bid of \$6,800.

DISCUSSION: The City accepted bids for this project until 2:00 P.M. March 12, 2019 and three bids were received. Dan Laursen submitted the best bid in the amount of \$6,800. The bid tab is attached.

Source of Funds: 151-3-342

Budgeted Item:



Budget Amendment Needed:



[CITY OF]

OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
2010 Bertha	\$ 4,800 ⁰⁰	\$ 2,000 ⁰⁰	\$ 6,800 ⁰⁰
	\$ 4,800 ⁰⁰	\$ 2,000 ⁰⁰	\$ 6,800 ⁰⁰

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

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

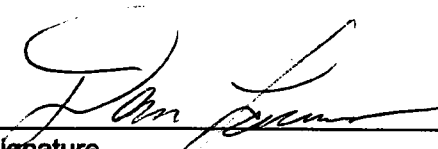
A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified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

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects over \$5,000. 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

DAN LAURSON
Printed Name

510 MADRILL DR
Address

641-799-3818
Telephone Number

OTTUMMA IA 52501
City, State, Zip

MARCH 12TH - 2019
Date

DAN LAURSON 449 484400.com
E-mail Address

FILED

CITY OF OTTUMWA

Staff Summary

ON FILED
OTTUMWA, I.

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2019

Jody Gates

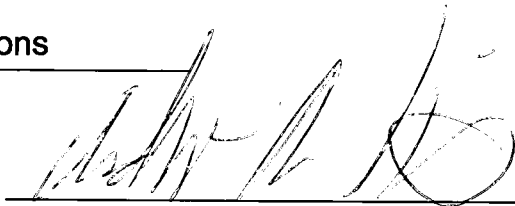
Prepared By

Kevin C Flanagan *KCF*

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Bid report and contract award for asbestos removal and demolition of 1010 East Fourth 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 contract for the above work to Dan Laursen for the best bid of \$15,100

DISCUSSION: The City accepted bids for this project until 2:00 P.M. March 12, 2019 and two bids were received. Dan Laursen submitted the best bid in the amount of \$15,100. The bid tab is attached.

Source of Funds: 151-3-342

Budgeted Item: Budget Amendment Needed:



[CITY OF]
O T T U M W A

**REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL
AND DISPOSAL**

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
1010 East Fourth	\$ 8,700 ⁰⁰	\$ 6,400 ⁰⁰	\$ 15,100 ⁰⁰
	\$ 8,700 ⁰⁰	\$ 6,400 ⁰⁰	\$ 15,100 ⁰⁰

Initial 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 over \$5,000. 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

DAN LAURSON
Printed Name

S10 MURRILL DR.
Address

641-799-3818
Telephone Number

OTTUMWA - IA 52501
City, State, Zip

MARCH 12TH 2019
Date

DAN LAURSON 44@YAHOO.COM
E-mail Address

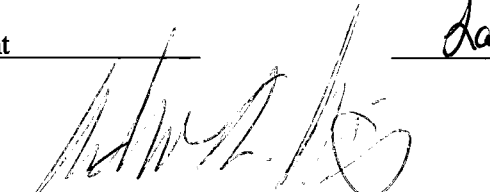
FILED
2019 MAR 19 AM 11:58
CITY OF OTTUMWA
CITY CLERK
OTTUMWA, ILL.
** ACTION ITEM **

Council Meeting of: March 19, 2019

Alicia Bankson
Prepared By

Engineering Department
Department

Darryl Seals
Department Head


City Administrator Approval

AGENDA TITLE: Resolution #23-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the E Alta Vista Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #23-2019.

DISCUSSION: The project will consist of full depth full width PCC reconstruction of Alta Vista from the City Limits south westerly a distance of 1190 LF. The existing HMA pavement width varies from 22.5' to 24'. The new design will adjust the vertical profile for line of sight and widen the pavement to 26'.

The project will include the installation of a new 12' water main. Ottumwa Water will reimburse the City for actual project quantities.

Wapello County has agreed to reimburse the City for the project quantities that will connect the City pavement section to the County section.

Bids will be received and opened by the City of Ottumwa on April 10, 2019 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on April 16, 2019, or at a later date as determined by staff.

Funding:	City of Ottumwa	Ottumwa Water	Wapello County	Engineers Est.
CIP Bonds	\$461,431	\$206,007	\$ 29,927	\$726,741
Balance from LOST				

Engineers estimate: \$726,741

Source of Funds: CIP & RU

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #23-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED COST FOR THE
E ALTA VISTA RECONSTRUCTION PROJECT

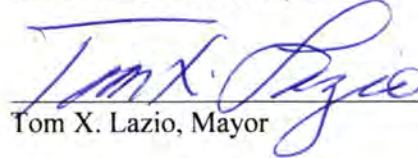
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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


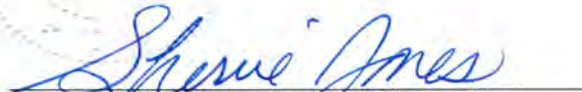
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 19th day of March 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Sherrie Jones, Acting City Clerk

3/12/19 Legal Notices

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 "East Alta Vista Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on March 19, 2019, 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: The project will consist of full depth full width PCC reconstruction of Alta Vista from the City Limits south westerly a distance of 1190 LF. The existing HMA pavement width varies from 22.5' to 24'. The new design will adjust the vertical profile for line of sight and widen the pavement to 26'. 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

FILED
CITY OF OTTUMWA
2019 MAR 14 AM 11:29
Staff Summary
**** ACTION ITEM ****

Council Meeting of: March 19, 2019

Alicia Bankson

Prepared By

Parks Department
Department



City Administrator Approval



Department Head

AGENDA TITLE: Resolution #56-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for The Beach Phase 3 - Sound Replacement System.

**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 #56-2018

DISCUSSION: This project consists of the removal of existing sound equipment including wiring. Contractor shall provide all equipment, labor and materials necessary for the installation of a new indoor/outdoor sound system to provide quality audio to the lobby, offices, outdoor and indoor pool areas in accordance with proposed plans and specifications.

Different forms of this project were considered by this Council in February 2018 and December of 2018 with both considerations rejected by the Council. A Special Council Meeting was held January 29, 2019 and this project was discussed with Council direction to redesign and rebid the project. Bids will be received and opened by the City of Ottumwa on April 10, 2019. The bid report and bid award recommendation will be presented at the City Council meeting on April 16, 2019 or at a later date as determined by staff. Implementation of this project is expected to commence immediately and shall be completed by December 31, 2019.

Opinion of Cost: \$50,000.00

Phase 3 - Project Cost Summary to date is as follows:

- Contract A: Concrete Repairs – \$143,700.00
- Contract B: Remodeling Office - \$79,893.25
- Contract C: Masonry Repairs - \$36,081.00
- Contract D: Electrical Repairs - \$49,400.00

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RFP 1X - Shade Structure Repair	\$ 8,179.62 (Complete)
RFP 2X - LED Lighting Replacement	\$ 9,954.00 (Complete)
REF 3X - Electronic Entrance Sign	\$ 84,545.00 (Complete)
RFP 4X - Sound Equipment Installation	\$ Bids Rejected
RFP 5X - Lagoon Landscaping	\$ 13,271.00 (Complete)
RFP 6X - Otter Slide	\$ 11,650.00 (Complete)
Phase 3 RFP Contract Amounts	\$127,599.62
Contracts A-D (To Date)	\$309,074.25
Beach Sound Replacement System	\$ 50,000.00 (Estimated)
Total Phase 3 Costs (To Date)	\$486,673.87
Funding: Phase 3 \$ Available from Bond Proceeds:	\$700,000.00
Wapello County Foundation Grant	\$ 25,000.00

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #56-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE BEACH PHASE 3 - SOUND REPLACEMENT SYSTEM

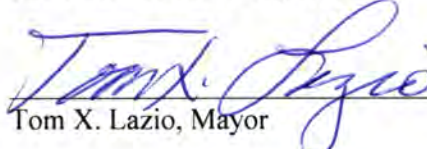
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 19th day of March 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Sherrie Jones, Acting City Clerk

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 "Beach Sound Replacement System, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 19th of March, 2019, 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 install new sound system in accordance with the project plans and specifications. 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

3/19/19

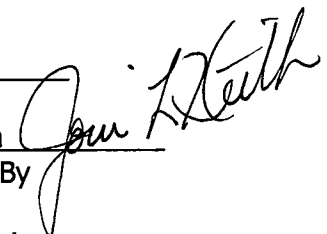
Item No. H.-1.

FILED
CITY OF OTTUMWA
2019 MAR 19 AM 10:00
STAFF SUMMARY
CITY OF OTTUMWA
OTTUMWA, IA

Council Meeting of: March 19, 2019

ITEM NO. _____

Joni Keith
Prepared By



Andy Morris
Department Head

Administration
Department

AGENDA TITLE: Approve Resolution #47-2019 authorizing the Mayor to sign the Contract for the CDBG Grant Administration Services with Area 15 Regional Planning Commission for the Streetscape Project.

PURPOSE: Approve the Area 15 Regional Planning Commission Grant Administration Contract for the Streetscape Project.

RECOMMENDATION: Pass and adopt Resolution #47-2019.

DISCUSSION: This Resolution approves and authorizes the Mayor to sign the Contract for technical assistance provided by Area 15 Regional Planning Commission for up to the sum of \$50,000. This is for the CDBG Grant Administration services for the Streetscape Project which should begin this spring or early summer and run through two construction seasons. Attached is a copy of the Contract.

RESOLUTION #47-2019

**A RESOLUTION APPROVING CONTRACT FOR CDBG ADMINISTRATION SERVICES BY
AREA 15 REGIONAL PLANNING COMMISSION FOR THE STREETScape PROJECT**

WHEREAS, the City Council of the City of Ottumwa, Iowa has authorized the Streetscape Project for downtown Ottumwa; and

WHEREAS, Area 15 Regional Planning Commission is providing the CDBG Administration services for this project; and

WHEREAS, it is necessary to pay Area 15 Regional Planning Commission up to the amount of \$50,000 for these technical services.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is hereby authorized to sign the Contract for CDBG Administration Services for the Streetscape Project.

APPROVED, PASSED, AND ADOPTED, this 19th day of March, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:




Sherrie Jones, Acting City Clerk

CONTRACT FOR CDBG ADMINISTRATION SERVICES

This contract for technical assistance has been agreed to by and between the **City of Ottumwa**, hereinafter referred to as the **City**, and the **Area 15 Regional Planning Commission**, hereinafter referred to as the **RPC**.

WHEREAS, the City has been awarded a Community Development Block Grant (CDBG) by the Iowa Economic Development Authority (18-CF-002) for enhanced street infrastructure improvements; and

WHEREAS, the City wishes to contract with the RPC to provide the grant administration services necessary to administer this grant program;

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

- A. TECHNICAL ASSISTANCE STAFF.** The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. SCOPE OF SERVICES.** The RPC shall provide the City with the following services:
1. Compliance with all Federal requirements including, but not limited to: Procurement, Civil Rights and Fair Housing, Labor Standards, Contract Provisions, Project Construction Sign Requirements, Site and Easement Acquisition and Relocation Procedure, Environmental Review, and Financial Management.
 2. Submission of all required reports including requests for funds, Section 3, and performance reports.
 3. All normally conducted coordination and administration of funded activities under the CDBG program.
 4. This scope of services does not include specialized outside services that may be required to complete the project or meet state and federal compliance, including but not limited to accounting, archeological, engineering, and legal.
- C. ASSURANCES.** The City and RPC shall comply with the following laws and regulations:

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- b. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- c. Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- d. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- f. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- g. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- h. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
- i. Federal Executive Order 11246, as amended by Executive Order 11375.
Provides that no one be discriminated in employment.
- j. Federal Executive Order 11063, as amended by Executive Order 12259.

3. Certification regarding government-wide restriction on lobbying.

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

4. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

5. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

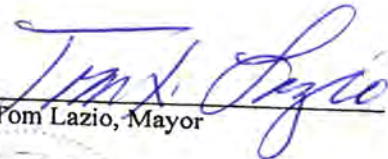
- D. **COMPENSATION.** The RPC shall provide the technical assistance described in the Scope of Services for a total contract of not to exceed Fifty Thousand dollars (\$50,000); services will be charged on an actual cost rate. The City shall reimburse the RPC no later than thirty (30) days after receipt of invoice for services, unless other terms are agreed to by both parties and attached to this contract.
- E. **CONTRACT DURATION.** This contract shall be in effect from July 11, 2018 through the end of the project as determined by the Iowa Economic Development Authority.
- F. **TERMINATION OR ABANDONMENT OF PROJECT.** The City and/or the RPC shall have the right to terminate this contract upon sixty (60) days written notice. Upon cancellation, the City will be responsible only for those costs incurred by the RPC to the date of termination.
- G. **INDEMNIFICATION.** The City shall hold the RPC, its officers, employees, affiliates and subcontractors, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains.

Agreed to this 19 day of March, 2019.

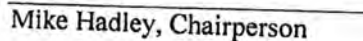
THE CITY OF OTTUMWA, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By:


Tom Lazio, Mayor

By:


Mike Hadley, Chairperson

ATTEST:


~~Chris Reinhard, City Clerk~~
Sherrie Jones, Acting City Clerk

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and amending the levy of taxes to pay the Bonds; 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.

March 19, 2019

The City Council of the City of Ottumwa, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Dalbey, Roe, Stevens, Sreeby, Berg

Absent: _____

Vacant: _____

* * * * *

Council Member Streeby introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member Berg seconded the motion to adopt. The roll was called and the vote was,

AYES: Dalbey, Roe, Stevens, Streeby, Berg

NAYS: _____

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

Resolution No. 49-2019

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, dated April 1, 2019, 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 Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

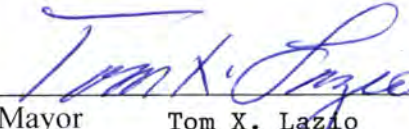
WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, dated April 1, 2019.

2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

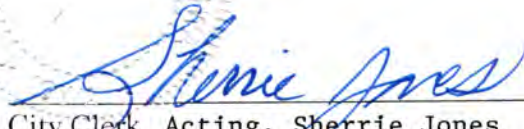
PASSED AND APPROVED this 19th day of March, 2019.



Mayor Tom X. Lazio



ATTEST:

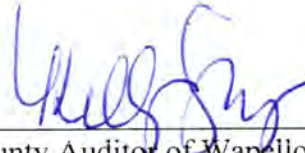


City Clerk Acting, Sherrie Jones

COUNTY AUDITOR'S CERTIFICATE

I, Kelly Spurgeon, County Auditor of Wapello County, State of Iowa, hereby certify that on the 25th day of March, 2019 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 19th day of March, 2019, such Resolution amending the levy of taxes for the purpose of paying principal and interest on \$1,870,000 of General Obligation Urban Renewal Bonds, Series 2019B, dated April 1, 2019, and authorizing the issuance of the Bonds.

(COUNTY SEAL)



County Auditor of Wapello County, State of
Iowa

FILED

2019 MAR 13 AM 8:42

City of Ottumwa

Staff Summary

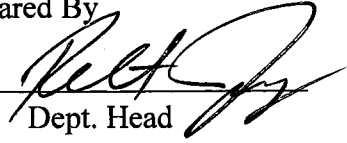
CITY CLERK
OTTUMWA, IA

Council Meeting of: March 19, 2019

Item No. _____

Robert Jay

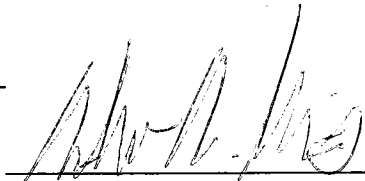
Prepared By



Dept. Head

Finance Department

Department



City Administrator Approval

Agenda Title: Resolution No. 50-2019 Providing For The Issuance of \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, And Amending The Levy of Taxes To Pay Said Bonds; Approval Of The Tax Exemption Certificate And Continuing Disclosure Certificate.

.....
Purpose: Resolution No. 50-2019. Providing For The Issuance of \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, And Amending The Levy of Taxes To Pay Said Bonds; Approval Of The Tax Exemption Certificate And Continuing Disclosure Certificate.

Recommendation: Pass and Adopt Resolution No. 50-2019.

Discussion: These are the final procedures for the issuance of the bonds.

March 19, 2019

The City Council of the City of Ottumwa, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Dalbey, Roe, Stevens, Streeby, Berg

Absent: _____

Vacant: _____

* * * * *

Council Member Roe introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,870,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2019B, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member Streeby seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Dalbey, Roe, Stevens, Streeby, Berg

NAYS: _____

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

Resolution No. 50-2019
RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$1,870,000 GENERAL OBLIGATION URBAN
RENEWAL BONDS, SERIES 2019B, AND AMENDING THE
LEVY OF TAXES TO PAY SAID BONDS; 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 aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan, as amended, for the Ottumwa Airport Urban Renewal Area, including for runway improvements, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$1,400,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the West Gate Urban Renewal Plan, as amended, including the repair, remodeling, and improvement to the Beach Aquatic Center to be issued in one or more series, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$700,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, the City has previously issued an aggregate amount of \$2,100,000 for such purposes in its prior General Obligation Bonds, Series 2016A, 2017 and 2018, leaving \$900,000 of original authority of which the City plans to use \$700,000 in the current issue; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale; and

WHEREAS, on December 18, 2018, the City Council of said City did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, do to certain changes in the overall financing plans of the City, it is necessary to make numerous changes to the Resolution adopted December 18, 2018.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond 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, applicable to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "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 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds 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 Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, 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 Bonds as the same shall become due.
- "Project" shall mean the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan, as amended, for the Ottumwa Airport Urban Renewal Area, including for runway improvements; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the West Gate Urban Renewal Plan, as amended, including the repair, remodeling, and improvement to the Beach Aquatic Center to be issued in one or more series.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean Bankers Trust Company of 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 Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this **amending** resolution authorizing the Bonds.
- "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 Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds 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 Bonds 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
\$140,450*	2019/2020
\$178,850	2020/2021
\$335,100	2021/2022
\$316,550	2022/2023
\$313,300	2023/2024
\$304,900	2024/2025
\$311,500	2025/2026
\$262,650	2026/2027

*A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bond coming due in fiscal year 2019/2020. Previous levies in Resolution No. 288-2018 approved on December 18, 2018 are hereby amended. The amended levies are applicable to Series 2019A and 2019B and have been applied proportionately.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2018 will be collected during the fiscal year commencing July 1, 2019.)

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 Bonds 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. Bond 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 "2019 GENERAL OBLIGATION BOND FUND NO. 2" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds 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 Bond Proceeds. Proceeds of the Bonds, 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 Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond 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 Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Urban Renewal Bonds of the City in the amount of \$1,870,000, shall be issued pursuant to the provisions of Sections 384.25 and

403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2019B", be dated April 1, 2019, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2019, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds 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 Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$ 75,000	3.000%	2020
\$125,000	3.000%	2021
\$285,000	3.000%	2022
\$275,000	3.000%	2023
\$280,000	3.000%	2024
\$280,000	3.000%	2025
\$295,000	3.000%	2026
\$255,000	3.000%	2027

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2025, 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 Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds 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 Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds 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.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

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

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds 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 Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of 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 Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds 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 Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds 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 Bonds 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 Bonds 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 Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds 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 Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond 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 Bond 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 Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, 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 Bondholder.

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 Bondholders and payments on the Bonds. 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 Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than

Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, 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 Bonds, (ii) registration and transfer of interests in Depository Bonds 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 Bonds 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 Bonds, 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 Bonds, 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 Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond 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 Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds 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 Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds 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 Bond (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 Bond, a new fully registered Bond, 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 Bond,

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 Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, 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 Bonds 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 Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds 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 Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds 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 Bonds 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 Bonds 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 Bonds. 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 Bonds 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 bond for each annual maturity. The Registrar shall furnish additional Bonds 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 Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to

Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond 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 Bond, 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 Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond 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 Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds 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 authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds 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 Bonds 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 bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WAPELLO"
"CITY OF OTTUMWA"
"GENERAL OBLIGATION URBAN RENEWAL BOND"
"SERIES 2019B"

ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE

Rate: _____
Maturity: _____
Bond Date: April 1, 2019
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 Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2019, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond 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 Bond is issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan, as amended, for the Ottumwa Airport Urban Renewal Area, including for runway improvements; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the West Gate Urban Renewal Plan, as amended, including the repair, remodeling, and improvement to the Beach Aquatic Center to be issued in one or more series, in conformity to a Resolution of the Council of said City duly passed and approved.

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.

Bonds maturing after June 1, 2025, 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 Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds 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 Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds 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 Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond 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 Bondholders of such change. All bonds 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 Bond Resolution.

This Bond and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

This Bond is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, 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 Bond 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 Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond 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, Bankers Trust Company, Des Moines, Iowa.

Date of authentication: _____
This is one of the Bonds described in the within mentioned
Resolution, as registered by Bankers Trust Company

BANKERS TRUST COMPANY, Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: Bankers Trust Company
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF OTTUMWA, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, 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 bond(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 Bond 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 Bond, 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 Bond)

Section 14. Closing Documents. 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 Bonds.

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 Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds 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 Bonds 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 Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

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 Bonds. 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 Bonds 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 Bonds 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 Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds 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 Bonds 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 Bonds; (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 Bonds; (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 Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

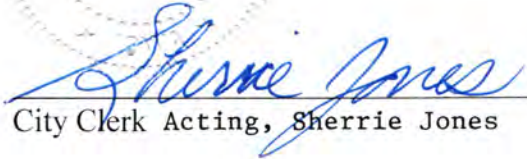
Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

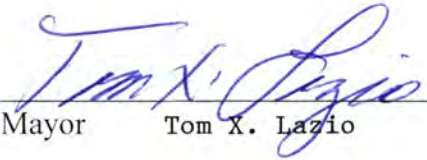
Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 19th day of March, 2019.



ATTEST:


City Clerk Acting, Sherrie Jones


Mayor Tom X. Lazio

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 25th day of March, 2019.

Christa R. Law
City Clerk, City of Ottumwa, State of Iowa



01568332-1\10981-136

TAX EXEMPTION CERTIFICATE

of

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

\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B

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 April 1, 2019, 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 \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B (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 \$1,870,000 aggregate principal amount of General Obligation Urban Renewal Bonds, Series 2019B, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds and bonds described in Section 2.1(1) when used in computing the present value of all payments of principal and interest to be paid on the Bonds and bonds described in Section 2.1(1), using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$1,958,804.80, as set forth in Exhibit A.
- "Issuer" means the City of Ottumwa, a municipal corporation in the County of Wapello, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan, as amended, for the Ottumwa Airport Urban Renewal Area, including for runway improvements; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the West Gate Urban Renewal Plan, as amended, including the repair, remodeling, and improvement to the Beach Aquatic Center to be issued in one or more series including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.
- "Purchasers" means Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on March 19, 2019, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than

a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the Bonds described as \$5,655,000 General Obligation Bonds, Series 2019A, 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 and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$88,804.80), less underwriter's discount of \$12,826.75, received at Closing are expected to be deposited into the Project Fund in the amount of \$1,954,978.05 and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan, as amended, for the Ottumwa Airport Urban Renewal Area, including for runway improvements; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the West Gate Urban Renewal Plan, as amended, including the repair, remodeling, and improvement to the Beach Aquatic Center to be issued in one or more series.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000 and the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.998618%¹ percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

¹ Representing a blended yield with the General Obligation Bonds, Series 2019A, sold and issued simultaneously with the Bonds.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 3%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such

records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer

will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a

courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the

effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$5,655,000 General Obligation Bonds, Series 2019A (sold simultaneously with the Bonds)

\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B (covered by this certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

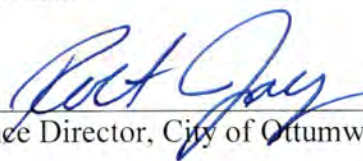
NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.





Finance Director, City of Ottumwa, State of
Iowa

EXHIBIT "A"

\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B of Ottumwa, Iowa

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Robert W. Baird & Co., Inc. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

(b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *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.

(b) *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.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 5, 2019.

(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 and its agents with respect to certain of the representations set forth in the Tax Exemption

and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

ROBERT W. BAIRD & CO., INC.

By: _____

Name: _____

Dated: April 1, 2019

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

\$1,870,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2019B

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, on behalf of Speer Financial, Inc. (the "Municipal Advisor"), as the municipal advisor to the City of Ottumwa, Iowa in connection with the issuance of the above-captioned obligations (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Preliminary Official Statement, dated February 20, 2019, including Terms of Offering, which was distributed to potential bidders.
2. The Terms of Offering were disseminated electronically through I-DEAL[®] an internet bid system and Bloomberg[®] financial software. Notification of the competitive sale was published in The Bond Buyer[®] newspaper in its upcoming sales calendar. The Preliminary Official Statement was distributed via electronic mail to underwriting firms actively bidding on competitive sales in the Midwest. These methods of distribution of the Terms of Offering and Preliminary Official Statement are regularly used for purposes of disseminating notices of the sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.
3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").
4. The Issuer received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of the bids received are attached to this certificate as Attachment 2.
5. The winning bidder was Robert W. Baird & Co., Inc. (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Terms of Offering, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its

opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

SPEER FINANCIAL, INC.

By: _____

Name: _____

Dated: April 1, 2019

ATTACHMENT 1
TERMS OF OFFERING

(Attached)

ATTACHMENT 2

BIDS RECEIVED

(Attached)

ATTACHMENT 3
BID COMPARISON
(Attached)

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Finance Director of Ottumwa, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ottumwa, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, of the Issuer (the "Bonds").

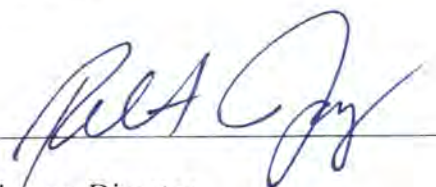
The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2019.

Ottumwa, Iowa

By: 

Title: Finance Director

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 \$5,655,000 General Obligation Bonds, Series 2019A and \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B (the "Bonds") dated April 1, 2019. The Bonds are being issued pursuant to a Resolution of the Issuer approved on March 19, 2019 (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 Bonds 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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds 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 Bonds, 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 Bonds, dated _____, 2019.

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

"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 two hundred ten (210) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2018/2019 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

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

c) The Dissemination Agent shall:

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

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

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

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

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the Official Statement under the caption reflecting "Property Tax Information", "Debt Information" and "Financial Information".

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 Bonds 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 Bonds 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 Bonds, or material events affecting the tax-exempt status of the Bonds;

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

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

ix. Defeasances of the Bonds;

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

xi. Rating changes on the Bonds;

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 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 Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds 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 Bonds, 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 Bonds, 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 Bonds 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 Bonds.

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 Bonds 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 Bonds.

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 Bonds, 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: 1st day of April, 2019.

CITY OF OTTUMWA, STATE OF IOWA

By: Tom X. Lazio
Mayor Tom X. Lazio



ATTEST:

By: Sherrie Jones
City Clerk Acting, Sherrie Jones

EXHIBIT A-1

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Bond Issue: \$5,655,000 General Obligation Bonds, Series 2019A

Dated Date of Issue: April 1, 2019

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

Dated: _____ day of _____, 20____.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

EXHIBIT A-2

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Bond Issue: \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B

Dated Date of Issue: April 1, 2019

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

Dated: _____ day of _____, 20____.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

01562387-1\10981-135

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 384.25 and 403.12, 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 Urban Renewal Bonds, Series 2019B, of the City of Ottumwa, State of Iowa, in the amount of \$1,870,000, dated April 1, 2019, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$ 75,000	3.000%	2020
\$125,000	3.000%	2021
\$285,000	3.000%	2022
\$275,000	3.000%	2023
\$280,000	3.000%	2024
\$280,000	3.000%	2025
\$295,000	3.000%	2026
\$255,000	3.000%	2027

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

Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin

and have been paid for in accordance with the terms of the contract of sale and at a price of \$1,945,978.05, 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 Bonds, 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 Bonds, and that no measure or provision for the authorization or issuance of the Bonds 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 Bond 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 Bonds 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 _____, 2019, 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 Bonds were in occupancy and possession of their respective offices at the time the Bonds were executed and do hereby adopt and affirm their signatures appearing in the Bonds.

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

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2017), according to the last completed State and County tax lists (100% - Before Rollback) \$998,301,734

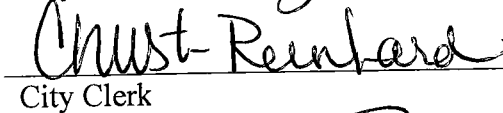
Total general obligation bonded indebtedness of the City, including this issue \$25,680,000

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 tax increment obligations issued under Iowa Code Chapter 403), of the City of any kind \$ 10,000

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa, State of Iowa, this 1st day of April, 2019.



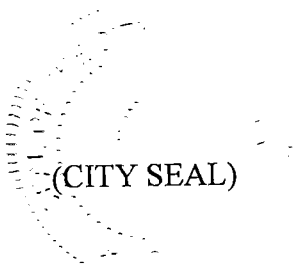
Mayor



City Clerk



Finance Director



TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Ottumwa, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, of the City dated April 1, 2019, 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 Bonds, 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 2019, 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 Bonds 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 Bonds 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 Bonds 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 _____, 2019, 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

Tom Lazio
(Original Signature)

Clerk:

Christina Reinhard

Christina Reinhard
(Original Signature)

Finance Director:

Robert Jay

Robert Jay
(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

Subscribed and sworn to before me by Tom Lazio, Christina Reinhard and Robert Jay on this 25 day of March, 2019.



Katy King
Notary Public in and for Wapello County,
Iowa

(SEAL)

01568360-1\10981-136

AUTHENTICATION ORDER

The undersigned Finance Director of the City of Ottumwa, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Ottumwa, authorizing the issuance and delivery of the Bonds, acting for and on behalf of the Issuer, hereby deliver to Bankers Trust Company (the "Registrar") \$1,870,000 aggregate principal amount of Issuer's General Obligation Urban Renewal Bonds, Series 2019B, dated April 1, 2019 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Bonds").

Each Bond 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 Bonds and to complete the records with respect to registration as provided in the Bond Resolution and the instructions of the Original Purchaser as to designation of owners of the Bonds.

Upon such authentication, the Registrar is authorized to deliver the Bonds on behalf of Issuer to the Original Purchaser, Robert W. Baird & Co., Inc., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Bonds by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this 20th day of March, 2019

Finance Director

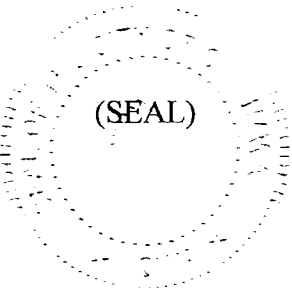


EXHIBIT A

Closing Amounts

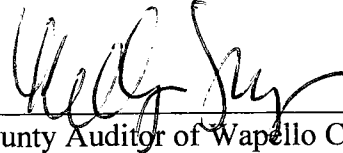
Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

COUNTY AUDITOR'S CERTIFICATE

I, Nelly Spurgeon, County Auditor of Wapello County, State of Iowa, hereby certify that on the 25th day of March, 2019 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 19th day of March, 2019, such Resolution amending the levy of taxes for the purpose of paying principal and interest on \$1,870,000 of General Obligation Urban Renewal Bonds, Series 2019B, dated April 1, 2019, and authorizing the issuance of the Bonds.

(COUNTY SEAL)



County Auditor of Wapello County, State of
Iowa

01568364-1\10981-136

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into the date hereof between Bankers Trust Company ("Agent" or "Paying Agent") and the City of Ottumwa, State of Iowa ("Issuer").

1. Definition of Terms. The terms "item", "receipt", "transfer", "turnaround", "process", "business day", and other terms used throughout this Agreement shall be deemed to have the meanings provided in Rules 17Ad-1 and 17Ad-2 of the Regulations promulgated pursuant to the Securities Exchange Act of 1934 and Section 76.10(4) of the Code of Iowa, as amended and in effect from time to time.

2. Bond Resolution Incorporated by Reference. Agent agrees to act on behalf of Issuer pursuant to the terms of this Agreement and pursuant to the Resolution Authorizing and Providing for the Issuance of \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, dated April 1, 2019 (the "Obligations"). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. The Resolution defines among other items lost, stolen and mutilated Bonds and manner of notice to parties. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. Registrar Function. Agent shall maintain records of the identity of the owners of the Obligations in order to carry out its function as Registrar and upon request of Issuer shall from time to time deliver to Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity Agent is authorized at any time to register for original issue certificates representing the Obligations and not exceeding the total principal amount of the Obligations ("certificates") and upon surrender for cancellation of certificates to register new certificates for the principal amount of Obligations represented by the certificates so canceled and to redeliver such new certificates.

4. Transfer Agent Function. For the purpose of the original issue of certificates Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of Issuer authorized to sign certificates, in such names and in such amounts as Issuer may direct.

Agent shall make transfers, from time to time upon the records of Issuer of any outstanding certificates and of certificates issued in exchange therefor signed by the officers of Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Upon request for cancellation of such certificates Agent shall record and authenticate new certificates duly signed and deliver such certificates to or upon the order of the person entitled thereto.

Agent shall furnish to each owner, at Issuer's expense, one certificate for each annual maturity. Agent shall furnish additional certificates of lesser denomination to an owner who so requests.

Certified specimen signatures of the officers of Issuer and certified specimen certificates in the form duly approved by Issuer shall be lodged with Agent and upon request of Agent the Issuer will deliver to the Agent a sufficient supply of certificates in the form approved.

5. Paying Agent Function. Agent is hereby authorized and shall make payments of principal and interest to the registered holders of the Obligations as follows:

a) At least three business days prior to each payment date Issuer will deposit with the Agent in immediately available funds such amount as is required to make such payment.

b) One business day before each payment date Agent will pay interest and, upon presentation and surrender of the matured or called Obligations, will pay principal to each registered owner of the Obligations as of the record date by mailing a check to each such owner. In any case where the date of maturity of interest on or principal of the Obligations or the date fixed for redemption of any Obligations shall be a Sunday or a legal holiday or a day on which the banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption. Provided, however, that payment of principal shall be made not later than the second day after receipt of the matured Obligation.

c) When the Agent shall receive notice from Issuer of its option to redeem Obligations prior to maturity, the Agent shall select the Obligations to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Obligations and the Resolution.

6. Form of Records. The records of Agent shall be in such form as to be in compliance with 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 and Chapter 76 of the Code of Iowa.

7. Confidentiality of Records. Agent's records in connection with the Obligations 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.

8. Reliance Upon Certain Certifications and Representations. Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned or executed by any duly authorized person or persons or upon the instruction of any authorized officer of Issuer or upon the advice of Issuer's counsel; and may register any certificate representing the Obligations or may refuse to register any such certificate if in good faith Agent deems such refusal necessary in order to avoid any liability on the part of either Issuer or Agent, and Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims and liability for so relying or acting or refusing to act.

9. Rules and Regulations Governing Registration. Agent shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered Obligations including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

10. Signature of Officers. In case any of the officers of Issuer whose manual or facsimile signature appear on any certificate, bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. Record Date. For purposes of determining the registered owners of the Obligations, the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Obligations ("payment date") whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. Three Days Turnaround. Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. Delivery of Obligations. Agent will promptly cancel and deliver to Issuer all Obligations or certificates representing the Obligations surrendered to it upon payment of the principal, premium, if any, and interest owing on such Obligations.

14. Payment of Unclaimed Amounts. In the event any payment check representing payment of interest or principal on the Obligations is returned to the Paying Agent or is not presented for payment, or if any Obligation 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 Obligations 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 Obligations 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 Obligations 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 Obligations. 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 Agreement by the Owners of such interest or Obligations of whatever nature shall be made upon the Issuer.

15. No Obligation to Invest. Agent will have no obligation to invest any funds in its possession.

16. Compensation of Agent. The Issuer will pay Agent reasonable compensation for its services, based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between Agent and Issuer. Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. Bond Counsel. When Agent deems it necessary or reasonable it may apply to bond counsel for the Issuer, or such other law firm or attorney approved by Issuer for instructions or advice.

18. Termination of Agreement. This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, Agent shall deliver to Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by Issuer.

19. Examination of Records. Issuer or its duly authorized agents may examine all records relating to the Obligations at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of Issuer or Agent. The Agent, on request, will furnish Issuer with a list of the names, addresses, and other information concerning the owners of the Obligations or any of them.

20. Obligations, Rights and Privileges of Agent. Agent shall have, with regard to the particular functions it performs, the same obligation to the holder or owner of the Obligations and shall have the same rights and privileges as the Issuer has in regard to those functions.

Dated this 1st day of April, 2019.

CITY OF OTTUMWA,
STATE OF IOWA, ISSUER

By: Tom X. Lopez
Mayor



ATTEST:
By: Christa Reubard
City Clerk

BANKERS TRUST COMPANY, AGENT

By: _____

(Title)

ATTEST:

By: _____

(Title)

SCHEDULE A

Fee Schedule

01568365-1\10981-136

FILE

City of Ottumwa

2019 MAR 13 AM 8:42

Staff Summary

CITY OF OTTUMWA
Item No. _____

Council Meeting of: March 19, 2019

Robert Jay

Prepared By

Finance Department
Department


Dept. Head



City Administrator Approval

Agenda Title: Resolution No. 51-2019 Appointing Bankers Trust Company of Des Moines, Iowa , To Serve As Paying Agent, Bond Registrar, And Transfer Agent, Approving The Paying Agent And Bond Registrar And Transfer Agent Agreement And Authorizing The Execution Of The Agreement.

.....
Purpose: Resolution No. 51-2019 Appointing Bankers Trust Company of Des Moines, Iowa , To Serve As Paying Agent, Bond Registrar, And Transfer Agent, Approving The Paying Agent And Bond Registrar And Transfer Agent Agreement And Authorizing The Execution Of The Agreement.

Recommendation: Pass and Adopt Resolution No. 51-2019.

Discussion: This resolution authorizes Bankers Trust Company as our paying agent and registrar for the \$5,655,000 Bonds. We use Bankers Trust Company for all of our bond transactions.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$5,655,000 General Obligation Bonds, Series 2019A

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and amending the levy of taxes to pay the Bonds; 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.

March 19, 2019

The City Council of the City of Ottumwa, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Dalbey, Roe, Stevens, Streeby & Berg

Absent: _____

Vacant: _____

* * * * *

Council Member Streeby introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member Roe seconded the motion to adopt. The roll was called and the vote was,

AYES: Dalbey, Roe, Stevens, Streeby & Berg

NAYS: _____

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

Resolution No. 51-2019

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$5,655,000 General Obligation Bonds, Series 2019A, dated April 1, 2019, 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 Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

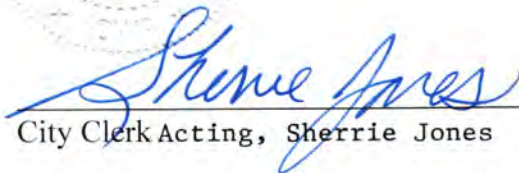
1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$5,655,000 General Obligation Bonds, Series 2019A, dated April 1, 2019.

2. That the Agreement with Bankers Trust Company of 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 19th day of March, 2019.



ATTEST:


City Clerk Acting, Sherrie Jones


Mayor Tom X. Lazio

COUNTY AUDITOR'S CERTIFICATE

I, Kelly Spurgeon, County Auditor of Wapello County, State of Iowa, hereby certify that on the 25th day of March, 2019 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 19th day of March, 2019, such Resolution amending the levy of taxes for the purpose of paying principal and interest on \$5,655,000 of General Obligation Bonds, Series 2019A, dated April 1, 2019, and authorizing the issuance of the Bonds.

(COUNTY SEAL)



County Auditor of Wapello County, State of
Iowa

01568080-1\10981-135

City of Ottumwa

Staff Summary

2019 MAR 13 AM 8:42

Council Meeting of: March 19, 2019

Item No. _____

Robert Jay

Prepared By

Finance Department
Department

Dept. Head

City Administrator Approval

Agenda Title: Resolution No. 52-2019 Providing For The Issuance of \$5,655,000 General Obligation Bonds, Series 2019A, And Amending The Levy of Taxes To Pay Said Bonds; Approval Of The Tax Exemption Certificate And Continuing Disclosure Certificate.

.....
Purpose: Resolution No. 52-2019. Providing For The Issuance of \$5,655,000 General Obligation Bonds, Series 2019A, And Amending The Levy of Taxes To Pay Said Bonds; Approval Of The Tax Exemption Certificate And Continuing Disclosure Certificate.

Recommendation: Pass and Adopt Resolution No. 52-2019.

Discussion: These are the final procedures for the issuance of the bonds.

March 19, 2019

The City Council of the City of Ottumwa, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Dalbey, Roe, Stevens, Streeby, Berg

Absent: _____

Vacant: _____

* * * * *

Council Member Streeby introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,655,000 GENERAL OBLIGATION BONDS, SERIES 2019A, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member Berg seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Dalbey, Roe, Stevens, Streeby, Berg

NAYS: _____

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

Resolution No. 52-2019

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,655,000 GENERAL OBLIGATION BONDS, SERIES 2019A, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; 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 the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; construction, reconstruction and repair of street and paving improvements, and sewer utility improvements; acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection and disposal of solid waste; and improvements to the Bridge View Center, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of \$5,655,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearings upon the proposal to institute proceedings for the issuance of Bonds for the forgoing essential and general corporate purpose(s), the Council is therefore now authorized to proceed with the issuance of Bonds for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation Bonds authorized as hereinabove described shall

be combined for the purpose of issuance in a single issue of \$5,655,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale; and

WHEREAS, on December 18, 2018, the City Council of said City did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, do to certain changes in the overall financing plans of the City, it is necessary to make numerous changes to the Resolution adopted December 18, 2018.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond 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, applicable to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$5,655,000 General Obligation Bonds, Series 2019A, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "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 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Bonds" shall mean the Bonds 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 Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, 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 Bonds as the same shall become due.
- "Project" shall mean the costs of the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; construction, reconstruction and repair of street and paving improvements, and sewer utility improvements; acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection and disposal of solid waste; and improvements to the Bridge View Center.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean Bankers Trust Company of 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 Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this **amending** resolution authorizing the Bonds.
- "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 Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds 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 Bonds 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
\$872,925*	2019/2020
\$824,400	2020/2021
\$799,150	2021/2022
\$779,050	2022/2023
\$758,950	2023/2024
\$738,850	2024/2025
\$718,750	2025/2026
\$703,650	2026/2027
\$148,400	2027/2028
\$144,200	2028/2029

*A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bond coming due in fiscal year 2019/2020. Previous levies in Resolution No. 288-2018 approved on December 18, 2018 are hereby amended. The amended levies are applicable to Series 2019A and 2019B and have been applied proportionately.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2018 will be collected during the fiscal year commencing July 1, 2019.)

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 Bonds 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. Bond 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 "2019 GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds 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 Bond Proceeds. Proceeds of the Bonds, 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 Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond 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 Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$5,655,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2019A", be dated April 1, 2019, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2019, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds 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 Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$675,000	3.000%	2020
\$675,000	3.000%	2021
\$670,000	3.000%	2022
\$670,000	3.000%	2023
\$670,000	3.000%	2024
\$670,000	3.000%	2025
\$670,000	3.000%	2026
\$675,000	3.000%	2027
\$140,000	3.000%	2028
\$140,000	3.000%	2029

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2026, 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 Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds 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 Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds 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 Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the

Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds 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 Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company 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 Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds 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 Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds 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 Bonds 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 Bonds 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 Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds 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 Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond 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 Bond 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 Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, 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 Bondholder.

f) The Blanket Issuer Letter of Representations to DTC sets forth certain matters with respect to notices, consents and approvals by Bondholders and payments on the Bonds. The Blanket Issuer Letter of Representations is hereby authorized, and execution thereof by the Mayor is conclusive evidence of this approval.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, 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 Bonds, (ii) registration and transfer of interests in Depository Bonds 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 Bonds 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 Bonds, 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 Bonds, 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 Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond 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 Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds 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 Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds 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 Bond (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 Bond, a new fully registered Bond, 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 Bond, 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 Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, 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 Bonds 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 Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds 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 Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds 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 Bonds 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 Bonds 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 Bonds. 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 Bonds 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 bond for each annual maturity. The Registrar shall furnish additional Bonds 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 Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond 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 Bond, 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 Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond 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 Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds 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 authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds 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 Bonds 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 bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
 "COUNTY OF WAPELLO"
 "CITY OF OTTUMWA"
 "GENERAL OBLIGATION BOND"
 "SERIES 2019A"
 CORPORATE PURPOSE

Rate: _____
 Maturity: _____
 Bond Date: April 1, 2019
 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 Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2019, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond 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 Bond is issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; construction, reconstruction and repair of street and paving improvements, and sewer utility improvements; acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection and disposal of solid waste; and improvements to the Bridge View Center, in conformity to a Resolution of the Council of said City duly passed and approved.

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.

Bonds maturing after June 1, 2026, 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 Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds 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 Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds 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 Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond 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 Bondholders of such change. All bonds 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 Bond Resolution.

This Bond is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, 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 Bond 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 Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond 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, Bankers Trust Company, Des Moines, Iowa.

Date of authentication: _____
This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company

BANKERS TRUST COMPANY, Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF OTTUMWA, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, 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 bond(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 Bond 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 Bond, 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 Bond)

Section 14. Closing Documents. 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 Bonds.

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 Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds 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 Bonds 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 Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

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 Bonds. 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 Bonds 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 Bonds 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 Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds 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 Bonds 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 Bonds; (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 Bonds; (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 Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

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

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.


PASSED AND APPROVED this 19th day of March, 2019.



ATTEST:



Mayor Tom X. Lazio



City Clerk Acting, Sherrie Jones

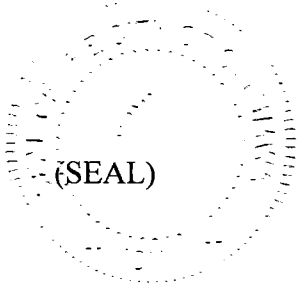
CERTIFICATE

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 25th day of March, 2019.

Christi Richard
City Clerk, City of Ottumwa, State of Iowa



TAX EXEMPTION CERTIFICATE

of

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

\$5,655,000 General Obligation Bonds, Series 2019A

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE
CITY OF OTTUMWA, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on April 1, 2019, by the City of Ottumwa, County of Wapello, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$5,655,000 General Obligation Bonds, Series 2019A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$5,655,000 aggregate principal amount of General Obligation Bonds, Series 2019A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds and bonds described in Section 2.1(1) when used in computing the present value of all payments of principal and interest to be paid on the Bonds and bonds described in Section 2.1(1), using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$5,899,696.55, as set forth in Exhibit A.

- "Issuer" means the City of Ottumwa, a municipal corporation in the County of Wapello, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; construction, reconstruction and repair of street and paving improvements, and sewer utility improvements; acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection and disposal of solid waste; and improvements to the Bridge View Center including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Projcct Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

- "Purchasers" means Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds",

including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on March 19, 2019, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the Bonds described as \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B, 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 and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$244,696.55), less underwriter's discount of \$30,156.25, received at Closing are expected to be deposited and expended as follows:

(a) \$84,755.00 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) \$5,784,785.30 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; construction, reconstruction and repair of street and paving improvements, and sewer utility improvements; acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection and disposal of solid waste; and improvements to the Bridge View Center.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000 and the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue. The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.998618%¹ percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

¹ Representing a blended yield with the General Obligation Urban Renewal Bonds, Series 2019B, sold and issued simultaneously with the Bonds.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 3%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such

records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer

will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a

courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the

effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$5,655,000 General Obligation Bonds, Series 2019A (covered by this certificate)

\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B (issued simultaneously with the Bonds)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:


NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.





Finance Director, City of Ottumwa, State of Iowa

EXHIBIT "A"

\$5,655,000 General Obligation Bonds, Series 2019A of Ottumwa, Iowa

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Robert W. Baird & Co., Inc. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

(b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *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.

(b) *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.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 5, 2019.

(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 and its agents with respect to certain of the representations set forth in the Tax Exemption

and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

ROBERT W. BAIRD & CO., INC.

By: _____

Name: _____

Dated: April 1, 2019

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

\$5,655,000 GENERAL OBLIGATION BONDS, SERIES 2019A

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, on behalf of Speer Financial, Inc. (the "Municipal Advisor"), as the municipal advisor to the City of Ottumwa, Iowa in connection with the issuance of the above-captioned obligations (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Preliminary Official Statement, dated February 20, 2019, including Terms of Offering, which was distributed to potential bidders.

2. The Terms of Offering were disseminated electronically through I-DEAL[®] an internet bid system and Bloomberg[®] financial software. Notification of the competitive sale was published in The Bond Buyer[®] newspaper in its upcoming sales calendar. The Preliminary Official Statement was distributed via electronic mail to underwriting firms actively bidding on competitive sales in the Midwest. These methods of distribution of the Terms of Offering and Preliminary Official Statement are regularly used for purposes of disseminating notices of the sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

4. The Issuer received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of the bids received are attached to this certificate as Attachment 2.

5. The winning bidder was Robert W. Baird & Co., Inc. (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Terms of Offering, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its

opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

SPEER FINANCIAL, INC.

By: _____

Name: _____

Dated: April 1, 2019

ATTACHMENT 1
TERMS OF OFFERING

(Attached)

ATTACHMENT 2

BIDS RECEIVED

(Attached)

ATTACHMENT 3
BID COMPARISON

(Attached)

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Finance Director of Ottumwa, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ottumwa, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$5,655,000 General Obligation Bonds, Series 2019A, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2019.

Ottumwa, Iowa

By:  _____

Title: Finance Director

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 \$5,655,000 General Obligation Bonds, Series 2019A and \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B (the "Bonds") dated April 1, 2019. The Bonds are being issued pursuant to a Resolution of the Issuer approved on March 19, 2019 (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 Bonds 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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds 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 Bonds, 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 Bonds, dated _____, 2019.

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

"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 two hundred ten (210) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2018/2019 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

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

c) The Dissemination Agent shall:

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

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

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

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

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the Official Statement under the caption reflecting "Property Tax Information", "Debt Information" and "Financial Information".

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 Bonds 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 Bonds 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 Bonds, or material events affecting the tax-exempt status of the Bonds;

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

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

ix. Defeasances of the Bonds;

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

xi. Rating changes on the Bonds;

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 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 Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds 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 Bonds, 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 Bonds, 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 Bonds 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 Bonds.

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 Bonds 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 Bonds.

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 Bonds, 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: 1st day of April, 2019.

CITY OF OTTUMWA, STATE OF IOWA



By: Tom X. Lazio
Mayor Tom X. Lazio

ATTEST:

By: Sherrie Jones
City Clerk Acting, Sherrie Jones

EXHIBIT A-1

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Bond Issue: \$5,655,000 General Obligation Bonds, Series 2019A

Dated Date of Issue: April 1, 2019

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

Dated: _____ day of _____, 20____.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

EXHIBIT A-2

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Bond Issue: \$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B

Dated Date of Issue: April 1, 2019

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

Dated: _____ day of _____, 20__.

CITY OF OTTUMWA, STATE OF IOWA

By: _____
Its: _____

01562387-1\10981-135

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

City of Ottumwa, State of Iowa

(Name of Issuer and Co-Issuer(s), if applicable)

(Date)

The Depository Trust Company

18301 Bermuda Green Drive

Tampa, FL 33647

Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

~~Incorporated in~~ / formed under the laws of State of Iowa.

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Very truly yours,

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

City of Ottumwa, Iowa

(Issuer)

By:


(Authorized Officer's Signature)

Tom Lazio

(Print Name)

105 E. Third Street

(Street Address)

Ottumwa, Iowa USA 52501

(City)

(State)

(Country)

(Zip Code)

(641) 683-0600

(Phone Number)

mayor@ci.ottumwa.ia.us

(E-mail)

DTCC

Address)

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

Additional Signature Page to BLANKET ISSUER LETTER OF REPRESENTATIONS For use with Co-Issuers

(Name of Issuer and Co-Issuer(s), if applicable)

In signing this Blanket Issuer Letter of Representations dated as of _____
Co-Issuer agrees to and shall be bound by all "Issuer" representations.

(Co-Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail Address)

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be applicable only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

SCHEDULE A
(To Blanket Issuer Letter of Representations)

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

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 384.25, 384.26 and 384.28, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Bonds, Series 2019A, of the City of Ottumwa, State of Iowa, in the amount of \$5,655,000, dated April 1, 2019, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$675,000	3.000%	2020
\$675,000	3.000%	2021
\$670,000	3.000%	2022
\$670,000	3.000%	2023
\$670,000	3.000%	2024
\$670,000	3.000%	2025
\$670,000	3.000%	2026
\$675,000	3.000%	2027
\$140,000	3.000%	2028
\$140,000	3.000%	2029

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

Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin

and have been paid for in accordance with the terms of the contract of sale and at a price of \$5,869,540.30, 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 Bonds, 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 Bonds, and that no measure or provision for the authorization or issuance of the Bonds 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 Bond 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 Bonds 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 _____, 2019, 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 Bonds were in occupancy and possession of their respective offices at the time the Bonds were executed and do hereby adopt and affirm their signatures appearing in the Bonds.

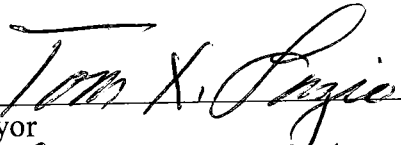
We further certify that the present financial condition of the Bond is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2017), according to the last completed State and County tax lists (100% - Before Rollback) \$998,301,734


Total general obligation bonded indebtedness of the City, including this issue \$25,680,000

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 tax increment obligations issued under Iowa Code Chapter 403), of the City of any kind \$ 10,000

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa, State of Iowa, this 1st day of April, 2019.



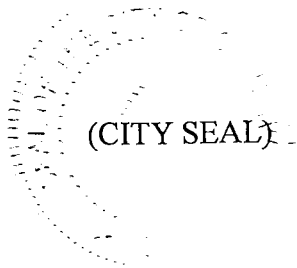
Mayor



City Clerk



Finance Director



TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Ottumwa, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$5,655,000 General Obligation Bonds, Series 2019A, of the City dated April 1, 2019, 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 Bonds, 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 2019, and now are, the legally elected, constituted and acting City Council of the City.

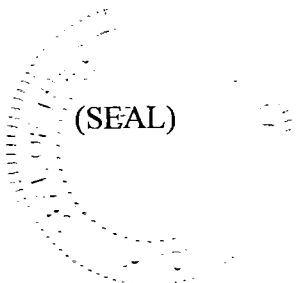
I further certify that no litigation is pending, prayed or threatened affecting the validity of the Bonds hereinabove referred to, nor affecting the title of any of the City Officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Bonds 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 Bonds or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this 25th day of March, 2019, at Ottumwa, Iowa.

Christ Richard
City Clerk, City of Ottumwa, State of Iowa



Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Tom Lazio

Tom Lazio
(Original Signature)

Clerk:

Christina Reinhard

Christina Reinhard
(Original Signature)

Finance Director:

Robert Jay

Robert Jay
(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

Subscribed and sworn to before me by Tom Lazio, Christina Reinhard and Robert Jay on this 25 day of March, 2019.



(SEAL)

Katy King
Notary Public in and for Wapello County,
Iowa

01568071-1\10981-135

AUTHENTICATION ORDER

The undersigned Finance Director of the City of Ottumwa, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Ottumwa, authorizing the issuance and delivery of the Bonds, acting for and on behalf of the Issuer, hereby deliver to Bankers Trust Company (the "Registrar") \$5,655,000 aggregate principal amount of Issuer's General Obligation Bonds, Series 2019A, dated April 1, 2019 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Bonds").

Each Bond 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 Bonds and to complete the records with respect to registration as provided in the Bond Resolution and the instructions of the Original Purchaser as to designation of owners of the Bonds.

Upon such authentication, the Registrar is authorized to deliver the Bonds on behalf of Issuer to the Original Purchaser, Robert W. Baird & Co., Inc., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Bonds by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this _____ day of _____, 2019

Finance Director

(SEAL)

EXHIBIT A

Closing Amounts

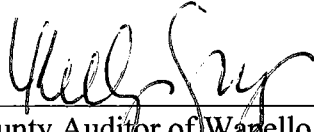
Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

COUNTY AUDITOR'S CERTIFICATE

I, Kelly Spurgeon, County Auditor of Wapello County, State of Iowa, hereby certify that on the 29th day of March, 2019 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 19th day of March, 2019, such Resolution amending the levy of taxes for the purpose of paying principal and interest on \$5,655,000 of General Obligation Bonds, Series 2019A, dated April 1, 2019, and authorizing the issuance of the Bonds.

(COUNTY SEAL)



County Auditor of Wapello County, State of
Iowa

01568080-1\10981-135

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into the date hereof between Bankers Trust Company ("Agent" or "Paying Agent") and the City of Ottumwa, State of Iowa ("Issuer").

1. Definition of Terms. The terms "item", "receipt", "transfer", "turnaround", "process", "business day", and other terms used throughout this Agreement shall be deemed to have the meanings provided in Rules 17Ad-1 and 17Ad-2 of the Regulations promulgated pursuant to the Securities Exchange Act of 1934 and Section 76.10(4) of the Code of Iowa, as amended and in effect from time to time.

2. Bond Resolution Incorporated by Reference. Agent agrees to act on behalf of Issuer pursuant to the terms of this Agreement and pursuant to the Resolution Authorizing and Providing for the Issuance of \$5,655,000 General Obligation Bonds, Series 2019A, dated April 1, 2019 (the "Obligations"). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. The Resolution defines among other items lost, stolen and mutilated Bonds and manner of notice to parties. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. Registrar Function. Agent shall maintain records of the identity of the owners of the Obligations in order to carry out its function as Registrar and upon request of Issuer shall from time to time deliver to Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity Agent is authorized at any time to register for original issue certificates representing the Obligations and not exceeding the total principal amount of the Obligations ("certificates") and upon surrender for cancellation of certificates to register new certificates for the principal amount of Obligations represented by the certificates so canceled and to redeliver such new certificates.

4. Transfer Agent Function. For the purpose of the original issue of certificates Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of Issuer authorized to sign certificates, in such names and in such amounts as Issuer may direct.

Agent shall make transfers, from time to time upon the records of Issuer of any outstanding certificates and of certificates issued in exchange therefor signed by the officers of Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Upon request for cancellation of such certificates Agent shall record and authenticate new certificates duly signed and deliver such certificates to or upon the order of the person entitled thereto.

Agent shall furnish to each owner, at Issuer's expense, one certificate for each annual maturity. Agent shall furnish additional certificates of lesser denomination to an owner who so requests.

Certified specimen signatures of the officers of Issuer and certified specimen certificates in the form duly approved by Issuer shall be lodged with Agent and upon request of Agent the Issuer will deliver to the Agent a sufficient supply of certificates in the form approved.

5. Paying Agent Function. Agent is hereby authorized and shall make payments of principal and interest to the registered holders of the Obligations as follows:

- a) At least three business days prior to each payment date Issuer will deposit with the Agent in immediately available funds such amount as is required to make such payment.
- b) One business day before each payment date Agent will pay interest and, upon presentation and surrender of the matured or called Obligations, will pay principal to each registered owner of the Obligations as of the record date by mailing a check to each such owner. In any case where the date of maturity of interest on or principal of the Obligations or the date fixed for redemption of any Obligations shall be a Sunday or a legal holiday or a day on which the banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption. Provided, however, that payment of principal shall be made not later than the second day after receipt of the matured Obligation.
- c) When the Agent shall receive notice from Issuer of its option to redeem Obligations prior to maturity, the Agent shall select the Obligations to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Obligations and the Resolution.

6. Form of Records. The records of Agent shall be in such form as to be in compliance with 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 and Chapter 76 of the Code of Iowa.

7. Confidentiality of Records. Agent's records in connection with the Obligations 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.

8. Reliance Upon Certain Certifications and Representations. Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned or executed by any duly authorized person or persons or upon the instruction of any authorized officer of Issuer or upon the advice of Issuer's counsel; and may register any certificate representing the Obligations or may refuse to register any such certificate if in good faith Agent deems such refusal necessary in order to avoid any liability on the part of either Issuer or Agent, and Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims and liability for so relying or acting or refusing to act.

9. Rules and Regulations Governing Registration. Agent shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered Obligations 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.

10. Signature of Officers. In case any of the officers of Issuer whose manual or facsimile signature appear on any certificate, bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. Record Date. For purposes of determining the registered owners of the Obligations, the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Obligations ("payment date") whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. Three Days Turnaround. Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. Delivery of Obligations. Agent will promptly cancel and deliver to Issuer all Obligations or certificates representing the Obligations surrendered to it upon payment of the principal, premium, if any, and interest owing on such Obligations.

14. Payment of Unclaimed Amounts. In the event any payment check representing payment of interest or principal on the Obligations is returned to the Paying Agent or is not presented for payment, or if any Obligation 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 Obligations 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 Obligations 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 Obligations 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 Obligations. 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 Agreement by the Owners of such interest or Obligations of whatever nature shall be made upon the Issuer.

15. No Obligation to Invest. Agent will have no obligation to invest any funds in its possession.

16. Compensation of Agent. The Issuer will pay Agent reasonable compensation for its services, based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between Agent and Issuer. Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. Bond Counsel. When Agent deems it necessary or reasonable it may apply to bond counsel for the Issuer, or such other law firm or attorney approved by Issuer for instructions or advice.

18. Termination of Agreement. This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, Agent shall deliver to Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by Issuer.

19. Examination of Records. Issuer or its duly authorized agents may examine all records relating to the Obligations at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of Issuer or Agent. The Agent, on request, will furnish Issuer with a list of the names, addresses, and other information concerning the owners of the Obligations or any of them.

20. Obligations, Rights and Privileges of Agent. Agent shall have, with regard to the particular functions it performs, the same obligation to the holder or owner of the Obligations and shall have the same rights and privileges as the Issuer has in regard to those functions.

Dated this 1st day of April, 2019.

CITY OF OTTUMWA,
STATE OF IOWA, ISSUER

By: _____

Mayor

ATTEST:

By: _____

City Clerk

BANKERS TRUST COMPANY, AGENT

By: _____

(Title)

ATTEST:

By: _____

(Title)

FILED

CITY OF OTTUMWA

2019 MAR 14 AM 11:28
Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 19, 2019

Alicia Bankson

Prepared By

Parks Department
Department

Gene Rathje
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #54-2019. Awarding the contract for Phase 4 – Beach Renovations; Installation of New Wave Generation Equipment.

**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 #54-2019.

DISCUSSION: This project will involve providing the labor and equipment to completely remove and dispose of designated existing wave generation equipment and installation of new equipment provided by the City of Ottumwa.

Bids were received and opened by the City of Ottumwa on March 13, 2019 at 2:00 p.m. Six (6) sets of plans were either sent out or downloaded from the City website, and two (2) bids were received. The low bidder is Winger Companies of Ottumwa, Iowa, in the amount of \$28,000.00.

Engineer's Opinion of Cost: \$35,000.00

Plan Holders List and Bid Tab are attached.

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #54-2019

A RESOLUTION AWARDING THE CONTRACT FOR PHASE 4 – BEACH RENOVATIONS;
INSTALLATION OF NEW WAVE GENERATION EQUIPMENT

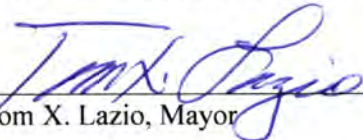
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award for the above referenced project is made to the lowest responsible bidder, Winger Companies of Ottumwa, Iowa in the amount of \$28,000.00.


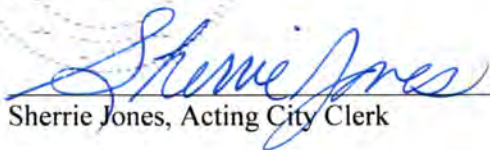
APPROVED, PASSED, AND ADOPTED, this 19th day of March, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

Sherrie Jones, Acting City Clerk

**Beach Ottumwa Phase 4 – Installation of New Wave Generation Equipment Project
 Bid Tabulation
 March 13, 2019 2:00 PM**

Company Name	10% Bid Bond	Lump Sum Bid Amt
Winger Companies	X	\$28,000.00
ACCO Unlimited	X	\$35,195.00
Engineer's Opinion of Cost		\$35,000

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED MARCH 13, 2019 AT 2:00 PM. Dwight L. Dohlman, P.E.

FILED
CITY OF OTTUMWA
2019 MAR 14 AM 11:28
Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: March 19, 2019

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #57-2019. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2018 RFP #8 Jefferson Brick Sewer Repair Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #57-2019.

DISCUSSION: This project consisted of a tear drop sewer roughly 4'-6" high and 3' wide. The flow line (floor) of the existing brick tear-drop sewer had been eroded away leaving a void. This RFP was to fix that void and re-establish the flow line of the brick sewer.

Change Order #1 increases the contract amount by \$1,039.65 for additional sewer repair.

The contractor has completed the above referenced work according to the request for proposals. This will authorize payment and release all retainages.

Original Contract Amount	\$ 18,410.00
Change Order #1	\$ 1,039.65
New Contract Sum	\$ 19,449.65
Less Previous Payments	\$ 17,489.50
Final Amount Due	\$ 1,960.15

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #57-2019
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2018 RFP #8 JEFFERSON BRICK SEWER REPAIR PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on August 7, 2018 with Christy Construction of Ottumwa, Iowa for the above referenced project; and

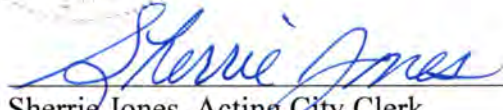
WHEREAS, Change Order #1 increases the contract amount by \$1,039.65. The total new contract sum is \$19,449.65. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The Jefferson Brick Sewer Repair Project (RFP #8-2018) is hereby accepted as complete, and authorization to make final payment to Christy Construction of Ottumwa, Iowa in the amount of \$1,960.15 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of March 2019.

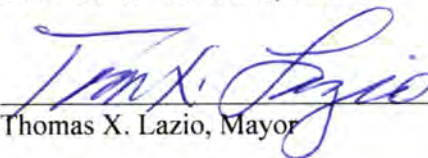


ATTEST:



Sherrie Jones, Acting City Clerk

CITY OF OTTUMWA, IOWA



Thomas X. Lazio, Mayor

**Section 640
CHANGE ORDER**

Project: 2018 RFP #8- Jefferson Brick Sewer Repair To Contractor: Christy Construction

Change Order Number: 1

The Contract is changed as follows:
Additional Sewer Repair

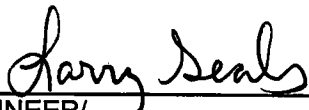
	<u>6-Mar-19</u>
	<u>\$1,039.65</u>
	<u> </u>
	<u> </u>
	<u> </u>
	<u> </u>
	<u> </u>
Total:	<u>\$1,039.65</u>

Base bid amount	\$18,410.00	
	NEW PROJECT TOTAL	\$19,449.65

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$18,410.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$18,410.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$1,039.65</u>
The new Contract Sum including this change order	<u>\$19,449.65</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

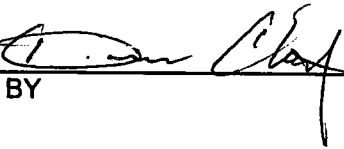
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER/
DIRECTOR OF PUBLIC WORKS

3-14-19
DATE

Christy Construction
CONTRACTOR

3-7-19
DATE


BY

owner
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2018 RFP #8- Jefferson Brick Sewer Repair PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Christy Construction

PAY PERIOD: 6-Mar-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$18,410.00</u>
2. Net change by Change Orders	<u>\$1,039.65</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$19,449.65</u>
4. Total Completed and Stored to Date	<u>\$19,449.65</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$19,449.65</u>
7. Less Previous Payments	<u>\$17,489.50</u>
8. Current Payment Due	<u>\$1,960.15</u>

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

CONTRACTOR: Christy Cently

DATE: 3-7-2019

BY: [Signature]

TITLE: Owner

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$1,960.15

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: 3-14-19

FUND	PROGRAM ACTIVITY	OBJECT	AMOUNT
610	8-817	6599	\$1,960.15
<u>[Signature]</u> APPROVED			<u>3-14-19</u> DATE

FILED
CITY OF OTTUMWA
2019 MAR 14 AM 11:29
Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: March 19, 2019

Public Works
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #59-2019. Approve purchase of Manhole Box out Repair Kit.

**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 #59-2019.

DISCUSSION: The Platinum Six Shooter manhole repair kits includes Platinum Six Shooter cutter, model 40 Hydraulic drive motor with universal mount and hose kit including all hydraulic fittings, standard platinum speedplate, safety bar and chain, casting lifter, lid lifting magnet and quick change teeth. The equipment is uniquely designed to cut out manhole frames using a round cut instead of a square and works with a skid steer loader running on a heavy-duty auger drive. The Platinum Six Shooter is made for large contractors and municipalities to repair and replace manholes in a fraction of the time required for traditional methods.

Budgeted Amount: \$25,000.00

Actual Cost: \$29,378.65

RESOLUTION #59-2019

A RESOLUTION APPROVING THE PURCHASE OF A MANHOLE REPAIR KIT

WHEREAS, Public Works has budgeted for the purchase of new equipment for manhole repairs, and,

WHEREAS, the Mr. Manhole repair kit will help repair and replace manholes in a fraction of the time required for traditional methods.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of the manhole repair kit for Public Works is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of March 2019.

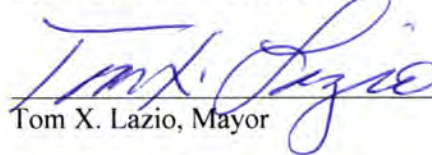


ATTEST:



Sherrie Jones, Acting City Clerk

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor



www.mrmanhole.com

CRITEX LLC.
 125 S Canal St
 Delphos, OH 45833
 567-242-2221
 SALES@MRMANHOLE.COM
 www.mrmanhole.com

ESTIMATE

ADDRESS

Kevin Sylvester
 City of Ottumwa
 550 Gateway Drive
 Ottumwa, Iowa 52501 USA

SHIP TO

Kevin Sylvester
 City of Ottumwa
 550 Gateway Drive
 Ottumwa, Iowa 52501 USA

ESTIMATE # 2896

DATE 02/28/2019

EXPIRATION DATE 03/31/2019

SHIP DATE
 03/11/2019

SHIP VIA
 Ground

P.O. NUMBER
 Kevin Sylvester

SALES REP
 Trip Davis

ACTIVITY

QTY

RATE

AMOUNT

MMPLATP

1

28,900.00

28,900.00T

**PLATINUM SIX SHOOTER PACKAGE
 INCLUDES: PLATINUM SIX SHOOTER
 CUTTER, MODEL 40 HYDRAULIC DRIVE
 MOTOR WITH UNIVERSAL MOUNT AND
 HOSE KIT INCLUDING ALL HYDRAULIC
 FITTINGS, STANDARD PLATINUM
 SPEEDPLATE, SAFETY BAR AND CHAIN ,
 SPEEDPLATE TRANSPORT HUB, EXTRA
 BUMPER KIT, SPEEDPLATE WRENCH,
 DETACHABLE LEGS FOR CUTTER,
 STANDARD GUIDESHAFT (2), CASTING
 LIFTER WITH FOUR MAN LIFTING
 EXTENSIONS, LID LIFTING MAGNET AND D-
 RING, ROLL UP DEBRIS CONTAINMENT
 SYSTEM, QUICK CHANGE TEETH GUN,
 REPAIR KIT,**

Thanks for the opportunity to quote this equipment. We are looking forward to earning your business. Please sign this Estimate and Fax it to 419-692-1600.

SUBTOTAL
TAX (0%)
SHIPPING
TOTAL

28,900.00

0.00

478.65

\$29,378.65

Accepted By

Accepted Date

If you have already sent Payment, please disregard this notice.