



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 20
Bridge View Center, 102 Church St.

July 1, 2025
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Reid, Galloway, Hoffman, McAntire, Caviness and Mayor Johnson

B. CONSENT AGENDA **Part I:**

1. Minutes from Regular Meeting No. 19 on June 17, 2025 as presented.
2. Acknowledge and approve July 1, 2025 Claims List as submitted by the Finance Department.
3. Recommend appointment of Anthony Reyman to the Airport Advisory Board, term to expire 10/1/2028 due to a vacancy and Bradley Barnes to the Waterworks Board of Trustees, term to expire 7/22/2031.
4. Civil Service Eligibility Lists for June 23, 2025: Firefighter Entrance, Communication Specialist (Dispatch) Entrance, Equipment Operator Entrance.

B. CONSENT AGENDA **Part II:**

5. Beer and/or liquor applications for: Morgan's Corner Bar& Grill, 436 W. Second St. Temporary Premise Transfer July 19-20, 2025 for Naval Air Station Museum (14550 Terminal Ave.). All applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the WPCF Concrete Repairs Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 117-2025, approving the plans, specifications, form of contract and estimated cost for the WPCF Concrete Repairs Project.

RECOMMENDATION: Pass and adopt Resolution No. 117-2025.

2. This is the time, place and date set for a public hearing on the proposal to convey certain real property locally known as 314 Hamilton Street, Ottumwa, Iowa, to Manny Martinez.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 124-2025, accepting the bid and approving the sale of 314 Hamilton Street to Manny Martinez for the sum of \$19,700.

RECOMMENDATION: Pass and adopt Resolution No. 124-2025.

- 3. This is the time, place and date set for a public hearing on the proposal to convey certain real property locally known as 1119 Monroe, Ottumwa, Iowa, to Jesse Leon.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 125-2025, accepting the bid and approving the sale of 1119 Monroe to Jesse Leon for the sum of \$7,500.

RECOMMENDATION: Pass and adopt Resolution No. 125-2025.

- 4. This is the time, place and date set for a public hearing on the proposal to convey certain real property locally known as 113 North Davis Street, Ottumwa, Iowa, to Mary Welch.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 126-2025, approving and authorizing the conveyance of certain real property locally known as 113 North Davis Street, Ottumwa, Iowa, to Mary Welch.

RECOMMENDATION: Pass and adopt Resolution No. 126-2025.

G. ORDINANCES:

H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:

- 1. Price Quotes for Soccer Goals at the Legacy Fields Soccer Complex.

RECOMMENDATION: Approve the lowest quote provided by Anthem Sports for Soccer Goals in the amount of \$17,898.40.

- 2. Purchase of Polaris Ranger UTV for Legacy Fields Soccer Complex.

RECOMMENDATION: Approve the purchase of a Polaris Ranger UTV from RJ Powersports in the amount of \$19,999.99.

I. RESOLUTIONS:

- 1. Resolution No. 110-2025, approving the purchase of a 2025 Chevrolet Silverado Truck from McGrath Chevrolet in the amount of \$45,245, for the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 110-2025.

- 2. Resolution No. 119-2025, Repealing Resolution No. 166-2024 and Fixing New Minimum Fines for Specific City Offenses and Violations of Sections of the Code of Ordinances of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 119-2025.

3. Resolution No. 120-2025, approving changes to the Compensation Handbook.

RECOMMENDATION: Pass and adopt Resolution No. 120-2025.

4. Resolution No. 121-2025, awarding the Beach Wave Pool Painting Project to MP Contractors, LLC of Ottumwa, Iowa, in the amount of \$44,800.

RECOMMENDATION: Pass and adopt Resolution No. 121-2025.

5. Resolution No. 122-2025, appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 122-2025.

6. Resolution No. 123-2025, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$550,000 General Obligation Capital Loan Notes, Series 2025B, and levying a tax to pay the Notes; and approval of the Tax Exemption Certificate.

RECOMMENDATION: Pass and adopt Resolution No. 123-2025.

7. Resolution No. 127-2025, authorizing the Mayor to sign a Surety Release and Agreement to receive payment from State Farm Fire and Casualty Company from a bond on a contractor who did not complete work in the City right-of-way.

RECOMMENDATION: Pass and adopt Resolution No. 127-2025.

8. Resolution No. 128-2025, authorizing the Mayor to execute one (1) permanent Sewer Easement for 508 Meadow Street for Construction of Public Improvements for the Blake's Branch, Phase 8, Division 3, Sewer Separation Project.

RECOMMENDATION: Pass and adopt Resolution No. 128-2025.

9. Resolution No. 129-2025, approving the Second Amendment of Lease Agreement between the City of Ottumwa and the Iowa Department of Administrative Services for the CASA Program.

RECOMMENDATION: Pass and adopt Resolution No. 129-2025.

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. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

***** It is the goal of the City of Ottumwa that all City Council public meetings are accessible to people with disabilities. If you need assistance in participating in City Council meetings due to a disability as defined under the ADA, please call the**

*City Clerk's Office at (641) 683-0621 at least one (1) business day prior to the scheduled meeting to request an accommodation. ****



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 6/27/2025 TIME: 10:00 AM NO. OF PAGES 5
(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 #20 to be held on
7/01/2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

FAX MULTI TX REPORT

JOB NO. 0689
DEPT. ID 4717
PGS. 5

TX INCOMPLETE -----

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ERROR 916416828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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JOB NO. 0689
DEPT. ID 4717
ST. TIME 06/27 09:50
SHEETS 5
FILE NAME

TX INCOMPLETE -----
TRANSACTION OK 916416847834
916606271885
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7/01/2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

Item No. B.-1.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 19
Bridge View Center, 102 Church St.

June 17, 2025
5:30 O'Clock P.M.

The meeting was called to order at 6:00 P.M.

Present were Council Member Caviness, Galloway, Hoffman, McAntire and Mayor Johnson.
Council Member Reid was absent.

Galloway moved, seconded by McAntire to approve consent agenda Part I & Part II: Mins. from Regular Mtg. No. 18 on June 3, 2025 as presented; Ack. and approve June 17, 2025 Claims List submitted by Finance; Ack. May 2025 Financial Stmts. submitted by Finance; U.S. Army 250th Anniversary Proclamation; Res. No. 114-2025, setting July 1, 2025 as date for Public Hearing on disposition of City owned property (314 Hamilton); Res. No. 115-2025, setting July 1, 2025 as date for Public Hearing on disposition of City owned property (1119 Monroe); Cigarette Permit Applications: Murphy USA #6945 (1939 Venture); Dollar Gen. #2898 (921 E. Main); Dollar Gen. #7179 (721 N. Quincy); MAD Ave Quik Shop (405 S. Madison); MAD Zen (405 S. Madison, Unit 2); Pink Clouds Smoke Shop (313 N. Madison); Greenleaf Tobacco (807 Richmond); Effective July 1, 2025 – June 30, 2026; Tobacco Device Retailer Permit Application: Greenleaf Tobacco (807 Richmond); Beer and/or liquor applications: Amore Italian Restaurant, 332 E. Main with OSA; Cobblestone Hotel & Suites & Wissota Chophouse, 108 Church, with OSA; Courtside Bar & Grill, 2511 N. Court, with OSA. Motion carried 4-1. Absent: Reid.

Hoffman moved, seconded by Galloway to approve agenda as presented. Motion carried 4-1. Absent: Reid.

City Admin. Rath introduced Laura Carell, Exe. Dir. Meet Ottumwa, CVB, to provide an update. Number one goal is to increase number of overnight visitors staying in Wapello County; support local; chief story tellers for Ottumwa and Wapello County.

Mayor Johnson inquired if anyone from the audience wished to speak on any agenda items. There were none.

Hoffman moved, seconded by Galloway to pass second cons. of Ord. No. 3245-2025, amending Ch. 7, Animals and Fowl. Motion carried 4-1. Absent: Reid.

Galloway moved, seconded by Hoffman to waive third cons., pass and adopt Ord. 3245-2025, amending Ch. 7, Animals and Fowl. Motion carried 4-1. Absent: Reid.

Galloway moved, seconded by McAntire to auth. disposal of skate park ramps through govdeals.com. Motion carried 4-1. Absent: Reid.

Caviness moved, seconded by Galloway that Res. No. 108-2025, directing acceptance of a Proposal to Purchase \$550,000* (Subject to Change) GO Capital Loan Notes, Series 2025B, be passed and adopted. Fin. Dir. O'Donnell reported Flagstar Public Funding Corp., of Townson, MD provided the most favorable proposal. Motion carried 4-1. Absent: Reid.

Galloway moved, seconded by Hoffman that Res. No. 109-2025, adopting Surplus Property Disposal Policy for the City of Ottumwa, be passed and adopted. Motion carried 4-1. Absent: Reid.

Galloway moved, seconded by Hoffman that Res. No. 111-2025, approving Agt. between the City and

Greater Ottumwa CVB, Inc., be passed and adopted. Rath reported a three yr. term with 40% contribution from the City. Motion carried 4-1. Absent: Reid.

Hoffman moved, seconded by Galloway that Res. No. 112-2025, approving Agt. with GOPIP for Economic Development Services, July 1, 2025 through June 30, 2028, be passed and adopted. Motion carried 4-1. Absent: Reid.

Galloway moved, seconded by McAntire that Res. No. 113-2025, approving fees and rules for the newly completed Legacy Fields Soccer Complex, be passed and adopted. Parks & Rec. Dir. Rathje reported. Motion carried 4-1. Absent: Reid.

Galloway moved, seconded by Hoffman that Res. No. 116-2025, fixing date for a public hearing on proposal to convey certain real property locally known as 113 N. Davis, to Mary Welch, be passed and adopted. P&Z Coord. Rusch reported. Motion carried 4-1. Absent: Reid.

Caviness moved, seconded by McAntire that Res. No. 118-2025, approving Professional Services Agt. Between the City and FEH Design for Bridge View Event Center Re-Roofing Project, be passed and adopted. PW Dir/City Eng. Burgmeier reported. Motion carried 4-1. Absent: Reid.

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

There being no further business, Hoffman moved, seconded by Galloway that the mtg. adjourn. Motion carried 4-1. Absent: Reid.

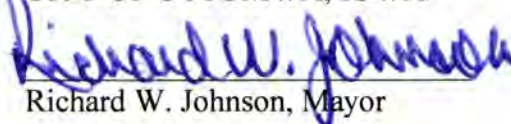
Adjournment was at 6:59 P.M.

ATTEST:



Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 6/28/2025.

CITY OF OTTUMWA		
CLAIMS LISTING 7-1-25 COUNCIL MEETING		
ADVANTAGE ADMINISTRATORS	OTHER PROF SERV	\$ 190.30
ALLIANT ENERGY COMPANY	ELECTRIC	\$ 66,806.17
BRIDGE CITY SANITATION LL	SANITATION	\$ 2,263.00
CENTURYLINK	TELEPHONE/IT	\$ 157.18
CHILD SUPPORT SERVICES	CHILD SUPPORT PAYABLE	\$ 2,363.22
INFOMAX OFF SYSTEMS INC	CONTRACTUAL SERVICES	\$ 747.07
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 148.74
MISSIONSQUARE	ICMA DEF COMP PAYABLE	\$ 1,305.38
OTTUMWA WATER & HYDRO	OPERATING SUPPLIES	\$ 1,085.32
PITNEY BOWES BANK INC	POSTAGE & SHIPPING	\$ 1,500.00
SOUTHERN IOWA ELECTRIC	OPERATING SUPPLIES	\$ 84.08
WAPELLO RURAL WATER ASSC	WATER	\$ 45.23
WINDSTREAM ENTERPRISE	Telephone/IT	\$ 2,244.44
WOODRIVER ENERGY LLC	NATURAL GAS	\$ 7,281.70
ALL ROADS TRUCK & TRAILER	VHCL MTCE SUPPLIES	\$ 386.29
ALLIANT ENERGY COMPANY	OPERATING SUPPLIES	\$ 1,535.28
APRIL GOODMAN	REFUNDS	\$ 200.00
AREA 15 REGIONAL PLANNING	PAYMENTS- OTHER ENTITIES	\$ 20,213.66
BEVERLY HUFFMAN	REFUNDS	\$ 35.00
BOO PAW	PAYMENTS TO OTHER ENTITIES	\$ 630.00
BRIDGE CITY SANITATION LL	RENTS & LEASES	\$ 580.00
CENTRAL IOWA FASTENERS	SUSTENANCE SUPPLIES	\$ 257.50
CENTURYLINK	Telephone/IT	\$ 1,107.70
CHILD SUPPORT SERVICES	CHILD SUPPORT PAYABLE	\$ 1,901.68
DAN CELANIA	REFUNDS	\$ 100.00
DIANA INGHAM	REFUNDS	\$ 35.00
DXP ENTERPRISES INC.	OPERATING SUPPLIES	\$ 645.55
ELLIOTT OIL COMPANY	FUEL TAX	\$ 8,431.55
ENVIRONMENTAL RESOURCES	LAB SUPPLIES	\$ 2,679.10
IMWCA	FIRE W/C 411 CLAIMS	\$ 11,144.15
IOWA DEPT NATURAL RESOURC	DUES & MEMBERSHIPS	\$ 60.00
JAY TITER	REFUNDS	\$ 50.00
MANATT'S INC	STREET MAINT SUPPLIES	\$ 1,787.49
MANATTS INC.	STREET MAINT SUPPLIES	\$ 288.90
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 80.00
MISSIONSQUARE	ICMA DEF COMP PAYABLE	\$ 1,305.38
NORIS HERNANDEZ	REFUNDS	\$ 50.00
PAUL MUNLEY	CLOTHING ALLOWANCE	\$ 160.70
PIERCE CONST & FENCE CO L	OTHER MAINT & REPAIR	\$ 2,955.00
RAILPROS FIELD SERVICES INC	RENTS & LEASES	\$ 1,583.09
SOLENI	OPERATING SUPPLIES	\$ 4,811.40
SUPREME STAFFING INC	CONTRACT EMPLOYEES	\$ 869.40
UKG KRONOS SYSTEMS LLC	CONTRACTUAL SERVICES	\$ 6,223.18
VAN METER INCORPORATED	OPERATING SUPPLIES	\$ 377.97

VEOLIA WATER TECHNOLOGIES	OPERATING SUPPLIES	\$ 1,640.00
WAPELLO COUNTY UNITED WAY	UNITED WAY DED PAYABLE	\$ 10.00
U.S POSTAL SERVICE	POSTAGE & SHIPPING	\$ 2,500.00
AHLERS & COONEY P.C.	LEGAL FEES	\$ 295.50
ALTORFER	VHCL MTCE SUPPLIES	\$ 770.70
BUB'S TREE CARE	TREE TRIMMING	\$ 2,150.00
CARROLL CONSTRUCTION SUPPLY	TOOLS & SMALL EQUIP	\$ 26.42
CHAD CARLSON	CLOTHING ALLOWANCE	\$ 65.00
CHAD INGLE	CLOTHING ALLOWANCE	\$ 83.70
D P PLUMBING PLUS	CONTRACTUAL	\$ 36,599.00
DINGES FIRE COMPANY	TOOLS & SMALL EQUIP	\$ 384.00
DLT SOLUTIONS LLC	TECHNOLOGY SERVICES	\$ 682.70
HARDY DIAGNOSTICS	LAB SUPPLIES	\$ 39.72
HDR ENGINEERING INC.	CAPITAL IMPROVEMENTS	\$ 1,090.64
HOWDEN USA COMPANY	CAPITAL IMPROVEMENTS	\$ 13,779.60
HUMANA INSURANCE CO	MEDICARE PREMIUMS	\$ 25,306.40
IOWA LEAGUE OF CITIES	DUES & MEMBERSHIPS	\$ 10,533.00
IOWA STATE UNIVERSITY	EQUIP REPAIR	\$ 487.78
J & J MOWING	WEED MOWING	\$ 11,091.61
JEFF KROPF	CLOTHING ALLOWANCE	\$ 142.55
KEATON FOSDYCK	CLOTHING ALLOWANCE	\$ 89.83
KIRKHAM MICHAEL	ENGINEERING	\$ 1,268.48
MANATT'S INC	STREET MAINT SUPPLIES	\$ 2,933.78
MEET OTTUMWA	CONV & VISITOR BUREAU	\$ 22,655.43
METTLER TOLEDO	OFFICE/COMP. EQUIP MAINT.	\$ 1,285.65
MIKE ASHLOCK	CLOTHING ALLOWANCE	\$ 159.99
MIKES TIRE AND	VHCL MTCE SUPPLIES	\$ 42.00
NORRIS ASPHALT PAVING INC	STREET MAINT SUPPLIES	\$ 3,507.26
PHILLIP BURGMEIER	CLOTHING ALLOWANCE	\$ 180.00
RACOM CORPORATION	VHCL MTCE SUPPLIES	\$ 1,712.50
SCOTT MCCARTY	CLOTHING ALLOWANCE	\$ 245.00
SCS ENGINEERS	ENGINEERING	\$ 2,944.44
VAN METER INCORPORATED	STREET MAINT SUPPLIES	\$ 4,608.24
WILLETT HOFMANN	CAPITAL IMPROVEMENT	\$ 2,655.00
		\$ 308,672.72



July 1, 2025

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Airport Advisory Board, term to expire 10/1/2028 due to a vacancy.

Anthony Reyman
700 West Alta Vista Ave., Lot 116

Recommend appointment to the Waterworks Board of Trustees, term to expire 7/22/2031 (to replace Madonna Fisher at end of her term).

Bradley Barnes
112 Bryan Road

Application for Appointment to City Advisory Board

(Received on 6/24/25)

Application Approved

on 6/26/25.

Rick Johnson, Mayor

Submitted by: Anthony Reyman

Submitted On: 2025-06-23 23:48:08

Submission IP: 98.97.4.169 (172.31.74.195)

proxy-IP (raw-IP)

Assigned To: Rick Johnson

Due Date: Open

Status: Open

Priority: Normal

Print



[CITY OF]

O T T U M W A

APPLICATION FOR APPOINTMENT TO CITY ADVISORY BOARD

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 the the initial form is still usable.

* **Board, Commission, Committee, or Task Force to which appointment is desired (check all that apply):**

- ☒ **Airport Advisory Board** ☐ **Board of Library Trustees** ☐ **Cemetery Trustees**
- ☐ **Civil Service Commission** ☐ **Historic Preservation Commission** ☐ **Human Rights Commission**
- ☐ **Inspection Board of Review** ☐ **Ottumwa Housing Authority Board** ☐ **Parks Advisory Board**
- ☐ **Planning and Zoning Commission** ☐ **Waterworks Board of Trustees** ☐ **Youth City Council**
- ☐ **Zoning Board of Adjustment**

FIRST NAME	LAST NAME
Anthony	Reyman

* Street Address	* City	* State	* Zip Code
700 W Alta Vista Ave Lot 116	Ottumwa	IA	52501

* Home/Cell Phone	Email
641-680-0610	areyman3@gmail.com

Business Name

Business Street Address	City	State	Zip Code
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* Present Occupation	* Previous Employment
Commercial Drone Pilot and Country Club Employee	Fareway Produce Department

*** Date Available for Appointment**

06/25/2025

Format: MM/DD/YYYY

Answer the following:

Community Service

*** List boards, commissions, committees, and organizations you are currently serving or have served on, offices held, and in what city.**

none

*** Please list any professional or vocational licenses or certificates you hold. If none, type in "none."**

I hold a private pilots license.

Personal

Have you ever worked for the City of Ottumwa? If yes, please list date(s) and name(s) of department(s).

Ottumwa?

☐ Yes ☒ No

* Are you related to any employee or appointee of the City of Ottumwa?

☐ Yes ☒ No

If yes, please indicate name(s) and relationship(s).

* Rules of law and ethics prohibit members from participating in and voting on matters in which they may 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 relations to your responsibilities as a member of the advisory body to which you seek appointment?

☐ Yes ☒ No

If yes, please indicate any potential conflicts.

Please furnish brief written responses to the following questions:

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

As a pilot myself, I understand how aviation and airports work. I am interested in being an appointee because I did my initial training through the Ottumwa airport in order to get my pilots license. I now fly with Indian Hills Community College and we use the airport as well. I have very positive thoughts about the airport. It is kind of a hidden gem that I would like to share with the community.

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

The objectives and goals that I see with the advisory board would be to make decisions that would help the airport grow and succeed more than it already does. Whether it be advising what the money is spent on, or an event that could be hosted. The board can decide on the best course of action. I also see the board making decisions on how to create more traffic through the airport. Whether it be general aviation or corporate jets. I would enjoy being apart of a board that is being proactive in the growth of the airport.

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

In order to accomplish the goals listed above, I would take into consideration on how the decision would affect the airport positively, or negatively. My day job deals with social media management. I create content for different companies and businesses all over south east Iowa. I have done some research on other airports near us and a good amount of them have social media accounts. My generation of pilots use social media every day. If there was a way for me to use social media in order to bring in more pilots, that would be awesome. The social media account could show fuel prices, cool airplanes that fly in, and local students who learn to fly there. It could help engage with the community and bring traffic to the museum as well. Some of my qualities that I would bring to the board is I have a very positive outlook. I am proactive, and I enjoy seeing things come to fruition.

Youth City Council Applicants Only

Name of School	Year of Study

Human Rights Commission Member Applicants Only

The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:

- * I herby certify that the above information is correct to the best of my knowledge.
- ☒ I certify the information is correct to the best of my knowledge.
- * By selecting the "I Agree" checkbox, I am signing this document electronically. I agree that my electronic signature is the legal equivalent of my manual/handwritten signature on this document. By selecting "I Agree" using any device, means, or action, I consent to the legally binding terms and conditions of this document. I further agree that my signature on this document is as valid as if I personally signed the document in writing.
- ☒ I Agree



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints, or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorized the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

*** I have read and fully understand the contents of this "Authorization for Release of Personal Information".**

☒ **I have read and fully understand the contents**

*** Date of Birth**

11/24/2003

By selecting the "I Agree" checkbox, I am signing this document electronically. I agree that my electronic signature is the legal equivalent of my manual/handwritten signature on this document. By selecting "I Agree" using any device, means, or action, I consent to the legally binding terms and conditions of this document. I further agree that my signature on this document is as valid as if I personally signed the document in writing.

☒ I Agree

* Name	* Date
Anthony Reyman	06/23/2025
Format: MM/DD/YYYY	

*** Board/Commission applying for:**

- ☒ Airport Advisory Board ☐ Board of Library Trustees ☐ Cemetery Trustees
- ☐ Civil Service Commission ☐ Historic Preservation Commission ☐ Human Rights Commission
- ☐ Inspection Board of Review ☐ Ottumwa Housing Authority Board ☐ Parks Advisory Board
- ☐ Planning and Zoning Commission ☐ Waterworks Board of Trustees ☐ Youth City Council
- ☐ Zoning Board of Adjustment

. . .

One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability, and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

OPTIONAL

The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.

Areas of expertise

diversity experience

Community involvement

Current profession

Highest level of
education

Race

Creed

Ethnicity

Color

Sex

Sexual orientation

Gender identity

National origin

Age

Religion

Disability

Application approved 6-26-25.
will replace Mr. Fisher when her term
expires on 7/22/25. Rick Johnson, Mayor

Received
on 6/24/25

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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:

Ottumwa Water Works Board of Trustees

Name: Bradley Barnes Telephone: 641-799-4357

Email: (optional) bradley.barnes@cpa.com

Address: 112 Bryan Rd, Ottumwa, IA ZIP: 52501

Business: Bradley T. Barnes, CPA, P.C. Telephone: 641-682-3440

Address: 110 E. 3rd St., Ottumwa, IA ZIP: 52501

Date Available for Appointment 8/1/25 E-Mail: bradley.barnes@cpa.com

Present occupation: Certified Public Accountant

Previous Employment: N/A

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).

Ottumwa Nan Lions, Ottumwa Elks Club, American Home Finding Assn,
Ottumwa Tennis Club, Ottumwa Rotary Club, Ottumwa Regional
Legacy Foundation Finance Committee

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

Certified Public Accountant

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 X

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 X

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

Yes X 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?

CPA provides me with the financial background

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

Provide sound direction and advice to the needs of Water Works as a whole and to the citizens of Ottumwa.

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

Listen to the needs and provide direction and advice accordingly. CPA license provides me with financial background.

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

Bradley T. Barnes
Signature

6/24/25
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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:



One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

OPTIONAL

The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.

Areas of expertise	<u>CPA - Financial</u>
Advocacy experience	<u></u>
Community involvement	<u>Various Clubs, Organizations and Committees</u>
Current profession	<u>Certified Public Accountant</u>
Highest level of education	<u>Bachelor's Degree</u>
Race	<u>White</u>
Creed	<u></u>
Ethnicity	<u></u>
Color	<u></u>
Sex	<u>Male</u>
Sexual orientation	<u></u>
Gender identity	<u></u>
National origin	<u></u>
Age	<u></u>
Religion	<u></u>
Disability	<u></u>



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Bradley Taylor Barnes, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is 9/15/81

Bradley T. Barnes

6/24/25

Signature of Applicant

Date

Board/Commission applying for Ottumwa Water Works Board of Trustees

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

OTTUMWA CIVIL SERVICE COMMISSION

Firefighter – Entrance Eligibility List

1. Cannon Beck
2. Eltrevon Chandler
3. Steven Connelly
4. Zachary Crosby
5. Joseph Gerst
6. Daniel Guiter
7. Tyler Paull
8. Austin Thomas
9. Brody Thompson

Certified June 23, 2025

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

Communications Specialist – Entrance Eligibility List

1. Stella Belger
2. Ashley Perez
3. Danielle Robertson
4. Ahnika Svendsen

Certified June 23, 2025

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

Equipment Operator – Entrance Eligibility List

1. Dustin Garrels
2. Roman Miller

Certified June 23, 2025

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 1, 2025

WPCF
Department

Phillip Burgmeier
Prepared By

Phil Burgmeier

Department Head

PJ Mc

City Administrator Approval

AGENDA TITLE: Resolution #117-2025 Approving the Plans, Specifications, Form of Contract and Estimated Cost for the WPCF Concrete Repairs 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 #117-2025.

DISCUSSION: The project will include concrete repairs at the treatment plant, and to the Orchard, Walnut, and Grandview Pump Stations. There is \$450,000 left in our concrete repair budget for FY25. The target construction budget is \$350,000 after accounting for engineering and inspection. Since the project is being built in FY26 a budget amendment will be needed to carry over the FY25 funds.

Bids will be received and opened by the City of Ottumwa on July 16, 2025, at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on August 5, 2025, or at a later date as determined by staff.

RESOLUTION #117-2025

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR WPCF CONCRETE REPAIRS PROJECT

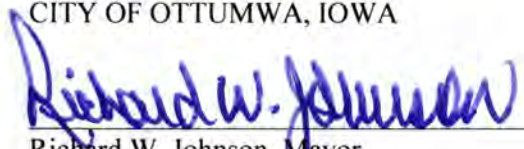
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 1st day of July, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement
PROPOSED STRUCTURE REHAB
CITY OF OTTUMWA
hereto attached was published in said newspaper for one consecutive weeks to-wit:

06/21/2025

Subscribed and sworn to before me, and in my presence, by the said 24th day of June, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 33.83

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as Proposed Structure Rehabilitation Lift Stations and Primary Clarifiers, Ottumwa, Iowa" at 5:30 p.m. on July 1, 2025, at the Bridge View Center, 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:

Repairs to concrete structures located at the Water Pollution Control Facility, Walnut Lift Station, Orchard Lift Station, and Grandview Lift Station.

All work and materials are to be in strict compliance with the Plans and Specifications prepared by French-Reneker-Associates, Inc. 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:
Richard W. Johnson, Mayor
ATTEST:
Christina Reinhard, City Clerk

received
6.26.25 330

Item No. F.-2.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

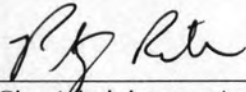
Planning & Development
Department

Jake Rusch

Prepared By

Amal Eltahir

Department Head


City Administrator Approval

AGENDA TITLE: Resolution No. 124-2025, a resolution accepting the bid and approving the sale of 314 Hamilton to Manny Martinez for the sum of \$19,700.00



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



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

RECOMMENDATION: Pass and adopt Resolution No. 124-2025

DISCUSSION: The City accepted bids on this property until 2:00 PM May 15, 2025. Six bids were submitted. Manny Martinez submitted the best bid in the amount of \$19,700.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION No. 124 - 2025

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 314 HAMILTON TO MANNY MARTINEZ FOR THE SUM OF \$19,700.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as R S SMITH'S 5TH ADD LOT 104 BLK 35 City of Ottumwa, Wapello County, Iowa, also known as 314 Hamilton and

WHEREAS, pursuant to published notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received Six bids; and

WHEREAS, Manny Martinez submitted the best bid in the amount of \$19,700.00; and

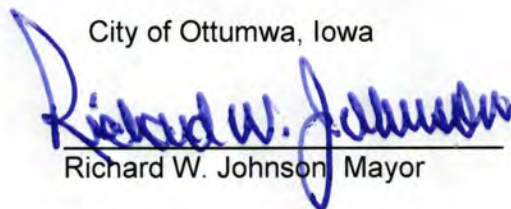
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.


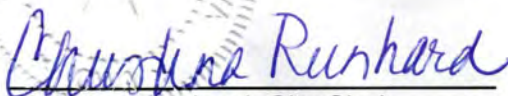
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Manny Martinez, in the amount of \$19,700.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 1st day of July 2025.

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

314 HAMILTON

Bidder	Bid
Manny Martinez	\$19,700.00
Alma Perez	\$15,555.55
Karla Guerra	\$15,000.00
Yasfir Torres	\$5,000.00
Jesse Leon	\$4,444.44
Daniel Cox	\$1,800.00

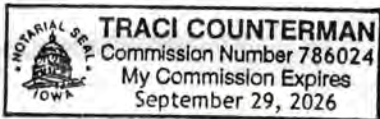
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement 314 HAMILTON CITY OF OTTUMWA hereto attached was published in said newspaper for one consecutive weeks to-wit:

06/21/2025

Subscribed and sworn to before me, and in my presence, by the said 24th day of June, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 20.30

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, July 1st, 2025 at 5:30 P.M. at the Bridge View Center in the City of Ottumwa, Iowa on its intent to dispose of real property legally described R S SMITH'S 5TH ADD LOT 104 BLK 35 City of Ottumwa, Wapello County, Iowa, also known as 314 Hamilton to the successful bidder Manny Martinez by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property.

FOR THE CITY OF OTTUMWA:

Jake Rusch, Zoning and Housing Coordinator

received
6-26-25 330

Item No. F.-3.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

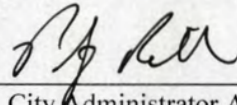
Planning & Development
Department

Jake Rusch

Prepared By

Amal Eltahir

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 125-2025, a resolution accepting the bid and approving the sale of 1119 Monroe to Jesse Leon for the sum of \$7,500.00



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



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

RECOMMENDATION: Pass and adopt Resolution No. 125-2025

DISCUSSION: The City accepted bids on this property until 2:00 PM May 29, 2025. Three bids were submitted. Jesse Leon submitted the best bid in the amount of \$7,500.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION No. 125 - 2025

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 1119 MONROE TO JESSE LEON FOR THE SUM OF \$7,500.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as SUNNYSIDE ADD LOT 65 City of Ottumwa, Wapello County, Iowa, also known as 1119 Monroe and

WHEREAS, pursuant to published notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received Three bids; and

WHEREAS, Jesse Leon submitted the best bid in the amount of \$7,500.00; and

WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

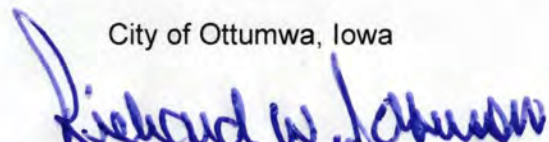
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Jesse Leon, in the amount of \$7,500.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 1st day of July 2025.



ATTEST:


Christina Reinhard, City Clerk

City of Ottumwa, Iowa

Richard W. Johnson, Mayor

314 HAMILTON

Bidder	Bid
Jesse Leon	\$7,500.00
Brad Tursic	\$5,100.00
Alma Perez	\$4,666.00

PROOF OF PUBLICATION

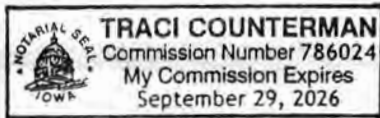
STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement 1119 MONROE CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

06/21/2025

Subscribed and sworn to before me, and in my presence, by the said 24th day of June, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 19.68

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CON-
CERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, July 1st, 2025 at 5:30 P.M. at the Bridge View Center in the City of Ottumwa, Iowa on its intent to dispose of real property legally described SUNNYSIDE ADD LOT 65 City of Ottumwa, Wapello County, Iowa, also known as 1119 Monroe to the successful bidder Jesse Leon by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property.

FOR THE CITY OF OT-
TUMWA:

Jake Rusch, Zoning and
Housing Coordinator

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

Planning & Development
Department

Jake Rusch

Prepared By

Amal Eltahir

Department Head


City Administrator Approval

AGENDA TITLE: Resolution No. 126-2025, a resolution conveying interest of the property
at 113 N Davis back to Mary Welch



****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. 126-2025

DISCUSSION: The City of Ottumwa Acquired title to the property at 113 N Davis through 657a. Prior to the conclusion of the action, the city found the property had come into compliance. The city seeks to convey interest in this property back to Mary Welch, the original title holder.

☐

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

July 1, 2025

5:30 p.m.

- Public hearing on the proposal to convey certain real property locally known as 113 N. Davis, Ottumwa, Iowa to Mary Welch.
- Resolution approving and authorizing the conveyance of certain real property locally known as 113 N. Davis, Ottumwa, Iowa to Mary Welch.

IMPORTANT INFORMATION

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

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

July 1, 2025

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa at 5:30 p.m., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

Dan Reid, Cara Galloway, Bill Hoffman Jr., Doug McAntire, Keith Caviness

Absent: None

Vacant: None

* * * * *

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

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

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

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

Whereupon, Council Member Hoffman then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCALLY KNOWN AS 113 N. DAVIS, OTTUMWA, IOWA TO MARY WELCH", and moved:

- ☒ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2025, at this place.

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

AYES: Reid, Galloway, Hoffman, McAntire, Caviness

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 126-2025

RESOLUTION APPROVING AND AUTHORIZING THE
CONVEYANCE OF CERTAIN REAL PROPERTY LOCALLY
KNOWN AS 113 N. DAVIS, OTTUMWA, IOWA TO MARY
WELCH

WHEREAS, the City Council of the City of Ottumwa (the "City") authorized the law firm of Ahlers and Cooney P.C. to initiate an Iowa Code § 657A action against the property locally known as 113 N. Davis, Ottumwa, Iowa, owned by Mary Welch, which § 657A action concluded on or about May 21, 2025, resulting in the transfer of legal title to the property being transferred to the City; and

WHEREAS, prior to the conclusion of the § 657A action, the City had found the property to have come into compliance with City's code and, accordingly, the City had intended to dismiss the action; however, due to a communication error, the § 657A action was not dismissed prior to its conclusion and the transfer of property title; and

WHEREAS, the City now wishes to correct the erroneous completion of the § 657A action, and the resulting transfer of legal title to the property, by conveying the property back to Mary Welch; and

WHEREAS, the real property proposed to be conveyed is legally described as follows:

The South 44 Feet of Lot 46 in Block 6 in R.S. Smith's 3rd Addition to the City of Ottumwa, Wapello County, Iowa.

(the "Property"); and

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

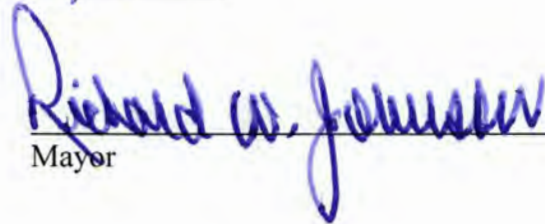
NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA:

Section 1. That the Property described herein shall be conveyed by the City to Mary Welch by deed without warranty (the "Deed").

Section 2. That the conveyance be and the same hereby is in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Deed for and on behalf of the City, and the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply


with the requirements to transfer the Property as described herein, including the execution of additional documents.

PASSED AND APPROVED this July 1, 2025.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 1st day of July, 2025.

Christine Reinhard

City Clerk, City of Ottumwa, State of Iowa



STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

NOTICE OF PUBLIC HEARING

June 21, 2025.

WITNESS my official signature at Ottumwa, Iowa, this 1st day of July, 2025.

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

(SEAL)

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

113 N DAVIS

CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

06/21/2025

Subscribed and sworn to before me, and in my presence, by the said 24th day of June, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 44.90

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY TO MARY WELCH, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on July 1, 2025, at 5:30 p.m. at Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey the City's interests in certain real property to Mary Welch, which real property is locally known as 113 N. Davis Street, Ottumwa, Iowa and is legally described as follows:

The South 44 Feet of Lot 46 in Block 6 in R.S. Smiths 3rd Addition to the City of Ottumwa, Wapello County, Iowa.

The City acquired title to the property on or about May 21, 2025 upon the conclusion of a civil law suit in Wapello County case number EQ0114275. Prior to the conclusion of the law suit, the City had found the property to have come into compliance with City code and, accordingly, the City had intended to dismiss the action; however, due to a communication error, the law suit was not dismissed prior to its conclusion and the transfer of the property title from Mary Welch to the City. The City proposes to correct the error by conveying title of the real property back to Mary Welch.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance. After the public hearing, the Council may make a final determination to approve the conveyance as proposed, or upon condition that certain terms be changed, or the Council may defer action on the proposed conveyance until a subsequent meeting.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 354.7 of the City Code of Iowa. Dated this 17 day of June 2025.

Christina Reinhard
City Clerk, City of Ottumwa in
the State of Iowa

Prepared by: Emily A. Duffy, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 (515)243-7611
Return to: City of Ottumwa, Iowa, Attn: City Clerk, City Hall, 105 East Third St, Ottumwa, IA 52501

AFFIDAVIT

RE: **The South 44 Feet of Lot 46 in Block 6 in R.S. Smith's 3rd Addition to the City of Ottumwa, Wapello County, Iowa.**

STATE OF IOWA, COUNTY OF WAPELLO)) ss:

I, Christina Reinhard, am the City Clerk of the City of Ottumwa, Iowa ("City") in the County of Wapello, State of Iowa, and am authorized to make this Affidavit. This Affidavit is furnished to show compliance by the City with Iowa Code Section 364.7 relative to the conveyance of interests in the real property described in the caption hereof (the "Property") to Mary Welch.

I certify that attached are true and complete copies of:

1. Proof of Publication of Notice of Public Hearing published as required by Iowa Code Section 362.3.
2. Resolution approving conveyance of the interest in the Property.

WITNESS my hand hereto on July 1, 2025.

Christina Reinhard

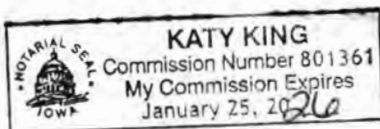
Christina Reinhard, City Clerk, City of Ottumwa, Iowa

Subscribed and sworn to before me, a notary public in and for the state of Iowa, on July 1st, 2025.

Katy King

Notary Public

Commission Expires: 1-25-2026



received
6-24-25 3pm

Item No. H.-1.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 1, 2025

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: Price Quotes for Soccer Goals

☐

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Low Price Quote From Anthem Sports for Soccer Goals for \$17,898.40

DISCUSSION: 3 soccer equipment vendors were contacted and asked to provide price quotes for youth soccer goals. 2 quotes were received. The low bid was from Anthem Sports (Kwik Goal) for \$17,898.40. These goals will be used when smaller fields are set up across the normal full size soccer field. Both price quotes are attached. The 6 goals that are currently in the soccer complex parking lot are for the full size fields. There is \$80,000 budgeted for soccer equipment in the current CIP.

Source of Funds: CIP

Budgeted Item: ☒

Budget Amendment Needed: No



Anthem Sports, LLC
2 Extrusion Drive
Pawcatuck, CT 06379

Phone	Fax
800-688-6709	860-599-8448
www.anthem-sports.com	

Quote

Date	Quote #
6/13/25	87926

Quote for:
City of Ottumwa Accounts Payable 1010 1/2 Gateway Dr Ottumwa, IA 52501

Ship To
City of Ottumwa Attn: Gene Rathje 1010 1/2 Gateway Dr Ottumwa, IA 52501 US

P.O. No.	Terms	Qt. CSR				
	Net 30	CS				
Anthem Part #	Description	Qty	U/M	Price	Total	
A12-550	Kwik Goal 2B3001 Deluxe Club Goal, 4' x 6'	4	ea	1,138.95	4,555.80T	
A12-547	Kwik Goal 2B3004, Deluxe European Club Goal, 6.5' x 18.5'	4	ea	1,790.95	7,163.80T	
A12-546	Kwik Goal 2B3005, Deluxe European Club Goal, 7' x 21'	2	ea	1,863.95	3,727.90T	
1	Shipping & Handling			1,369.57	1,369.57T	
	Sales Tax			1,081.33	1,081.33	

Total	\$17,898.40
--------------	--------------------

Quote is valid for 30 days unless otherwise specified.
Our manufactures are increasing prices regularly.

Due to supply chain delays estimated lead times
are also subject to change.

Return Policy: You may return any new or unused items in original packaging for a refund within 30 days.
Email info@anthem-sports.com or visit www.anthem-sports.com/EasyReturns for details and exclusions.



Sales Quotation

Page 1 of 1

3441 S. 11th Ave.
PO Box 407
Eldridge, IA 52748
USA

Sales Quote No.: 70381
Sales Quote Date: 06/13/2025
Customer No.: C115958
Customer PO: 06/13/25

BILL TO
City of Ottumwa 105 East 3rd Street Ottumwa, IA 52501 US

SHIP TO
City of Ottumwa 105 East 3rd Street Ottumwa, IA 52501 US Attn: Gene Rathje

Thank you for your order. If you need further assistance please contact:

Representative: CSR2
Phone: 1-800-553-8907
Fax: 1-800-443-8907
E-mail:

Cust Contact: Gene Rathje
Cust Phone: 641-682-8208
Cust Fax:
Cust E-mail: rathjeg@ci.ottumwa.ia.us

Valid Through: 07/13/2025
Ship Via:
FOB.: Factory
Terms: Credit Card

Please remit payment to:
P.O. Box 407
Eldridge, IA 52748

Item Code	Description	Quantity	UOM	Unit Price	Total
37815	CLUB Portable Soccer Goals, 3" Round Aluminum, 4'H x 6'W with 4mm Nets	4.00	PR	\$2,899.00	\$11,596.00
37812	CLUB Portable Soccer Goals, 3" Round Aluminum, 6.5'H x 18.5'W with 4mm Nets	4.00	PR	\$3,999.00	\$15,996.00
37811	CLUB Portable Soccer Goals, 3" Round Aluminum, 7'H x 21'W with 4mm Nets	2.00	PR	\$4,299.00	\$8,598.00

Remarks

Subtotal	36,190.00
Shipping	5,428.50
Tax	2,533.30
Total Order Value	44,151.80

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

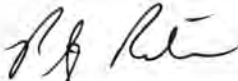
Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: Purchase of Polaris Ranger UTV for Soccer Complex

☐

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Purchase of a Polaris Ranger UTV from RJ Powersports for \$19,999.99.

DISCUSSION: Requests for price quotes for a UTV for the soccer complex were mailed to 3 local UTV dealers. 2 price quotes were received:

1. Polaris Ranger 1000 Premium from RJ Powersports = \$19,999.99
2. John Deere Gator 845M Sinclair John Deere = \$24,850.00

Staff recommends accepting the low bid from RJ Powersports for a new 4 wheel UTV for the soccer complex for \$19,999.99. This UTV will be used for a variety of duties at the soccer complex. There was \$80,000 budgeted in the CIP for soccer complex equipment.

Source of Funds: CIP-Soccer Complex Equipment

Budgeted Item:



Budget Amendment Needed: No



Quote Summary

Prepared For

Gene Rathje
CITY OF OTTUMWA PARKS DEPARTMENT
Gene Rathje
105 E 3RD ST
OTTUMWA, IA 52501
Business: 641-682-8208
Email: RATHJEG@CI.OTTUMWA.IA.US

Prepared By

Keim Casey
Sinclair Tractor
111 Anderson Street
Bloomfield, IA 52537
Phone: 641-664-3500
casey@sinclairtractor.com

Quote Id:	32912319
Created On:	27 May 2025
Last Modified On:	04 June 2025
Expiration Date:	03 June 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV 845M (Model Year 2025)	\$ 24,850.00	X 1 =	\$ 24,850.00
Equipment Total			\$ 24,850.00
Trade In Total			\$ 0.00

Quote Summary

Equipment Total	\$ 24,850.00
Trade In	
SubTotal	\$ 24,850.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 24,850.00
Balance Due	\$ 24,850.00

Salesperson : X

Accepted By : X

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 32912319

Customer: CITY OF OTTUMWA PARKS DEPARTMENT

JOHN DEERE GATOR™ XUV 845M (Model Year 2025)

Hours:

Stock Number:

Selling Price

\$ 24,850.00

Code	Description	Qty	Unit	Extended
8810M	GATOR™ XUV 845M (Model Year 2025)	1	\$ 20,249.00	\$ 20,249.00

Standard Options - Per Unit

001F	US 49 State	1	\$ 0.00	\$ 0.00
182A	Less AutoTrac™/GreenStar™ Harness	1	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1060	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Steel Wheels	1	\$ 187.00	\$ 187.00
2351	Park Position in Transmission with Secondary Park Brake	1	\$ 673.00	\$ 673.00
2500	Green and Yellow	1	\$ 0.00	\$ 0.00
4000	OSR Nets	1	\$ 0.00	\$ 0.00
4061	Black Roof, Windshield, and Rear Panel	1	\$ 2,375.00	\$ 2,375.00
5010	Less Protection Package	1	\$ 0.00	\$ 0.00
5110	Premium Comfort and Convenience Package	1	\$ 1,560.00	\$ 1,560.00
Standard Options Total				\$ 4,795.00

Technology Options

1880	Less Receiver	1	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	\$ 0.00
Technology Options Total				\$ 0.00

Dealer Attachments

BUC11481	Cab doors	1	\$ 3,173.61	\$ 3,173.61
BUC11110	Cab door color panels - green	1	\$ 103.79	\$ 103.79
Dealer Attachments Total				\$ 3,277.40

Other Charges

Freight	1	\$ 950.00	\$ 950.00
Other Charges Total			\$ 950.00



JOHN DEERE



Selling Equipment

Quote Id: 32912319

Customer: CITY OF OTTUMWA PARKS DEPARTMENT

Suggested Price			\$ 29,271.40
Customer Discounts			
Customer Discounts Total		\$ -4,421.40	\$ -4,421.40
Total Selling Price			\$ 24,850.00

From: hmccoy@rjpowersports.com
Sent: Tuesday, June 24, 2025 12:16 PM
To: Gene Rathje
Subject: Bid for UTV
Attachments: City of Ottumwa.pdf

You don't often get email from hmccoy@rjpowersports.com. [Learn why this is important](#)

This machine is a 2025 Polaris Ranger 1000 Premium with Hard crank window doors, glass windshield, rear glass windshield, poly roof, winch, power steering, and 2 year warranty. Best of all, made in the USA! They don't make metal roofs as they come from factory with the plastic one. I haven't seen a foot park brake in years, they have them in the transmission now. There may be a slightly cheaper option but for longevity and reliability this is by far the best machine for the city in my opinion.

Thank You,

Hunter McCoy

Dealer Principal

Ottumwa, IA 52501

Call/Text 641-684-8400

Fort Dodge, IA 50501

Call/Text 515-955-6000

www.rjpowersports.com



CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

Buyer's Order



City Of Ottumwa

105 E 3rd St
Ottumwa, IA 52501

H (641) 684-2180 W 515-305-0899

14231 Sycamore Rd
Ottumwa, IA 52501
(641) 684-8400
rjperformance.com

C (641) 684-2180

Current Date 06/24/2025
Delivery Date
Deal No.
Salesperson Hunter McCoy
Lienholder None

Email shorta@ottumwa.us

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2025	Polaris	R25TAE99AJ	3NSTAE991SH159559	POL159559	\$18,821.00

Parts and Labor:	Price	Qty	Ext Price	Dealer Unit Price	
2884141 K-ACCY LIFT CARGO BOX	\$1,049.99	1	\$1,049.99	Parts & Accessories	\$18,821.00
				Labor	\$1,049.99
				Freight	\$129.00
				Dealer Prep	\$0.00

Labor:
K-ACCY LIFT CARGO BOX

\$129.00

Cash Price	\$19,999.99
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$19,999.99
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$19,999.99
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$19,999.99

Notes

Trade Information

Monthly Payment of \$439.85 For 60 Months at 11.50% Interest

ALL SALES FINAL. NO REFUNDS. DEPOSITS NON-REFUNDABLE. ALL USED VEHICLES "AS IS." NO WARRANTY EXPRESSED OR IMPLIED. PRICE REFLECTS ALL FACTORY REBATES & DEALER INCENTIVES. RETURNED CHECK FEE OF \$35.00 PLUS ANY LEGAL FEES INCURRED. THE TERMS AND CONDITIONS OF THIS BILL OF SALE COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER AGREEMENT OF ANY KIND. NO VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED. UPON FAILURE OR REFUSAL OF THE PURCHASER TO COMPLETE THIS AGREEMENT FOR ANY REASON, ALL OR PART OF THE CASH DEPOSIT MAY BE DETAINED AS LIQUIDATED DAMAGES. THE PURCHASER CERTIFIES HE OR SHE IS OF LEGAL AGE AND HEREBY ACCEPTS AND ACKNOWLEDGES A COPY OF THIS BILL OF SALE. NOT VALID UNLESS ACCEPTED BY AUTHORIZED REPRESENTATIVE. THANK YOU VERY MUCH FOR YOUR BUSINESS!

Customer(s) Signature _____
Date

Dealer Signature _____

Customer(s) Signature _____
Date

Thank You for Your Business!

CITY OF OTTUMWA
PARKS DEPARTMENT

SPECIFICATIONS FOR A 4 WHEEL UTILITY VEHICLE

Minimum specifications for the bid of a 4 Wheel Utility Vehicle. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids. Purchase of unit is subject to demonstration.

Brand of equipment Polaris

Model Number R2S TAE99AJ

Manufacturer Location Alabama, USA !!

Dealer Bidding AJ Powersports

Authorized Dealer for product bid: Yes (X) No () If no, who are you bidding

With: _____

	CHECK ONE	
	YES	NO
Seating capacity= <u>2</u>	(X)	()
Removable hard doors	(X)	()
Minimum 30 Horsepower, 4 cycle gasoline engine	(X)	()
Automatic Transmission with reverse gear	(X)	()
On Demand 4 Wheel Drive	(X)	()
Electric, cab operated dump bed	(X)	()
Cargo bed minimum 48 inches long and 48 inches wide	(X)	()
65 amp alternator	(X)	()

Integrated 2 receiver rear hitch	(X)	()
Fold Down rear tailgate, center truck style latch	(X)	()
1400 lbs. weight capacity	(X)	()
1100 lb. towing/payload capacity	(X)	()
Power Steering	(X)	()
Foot operated Parking Brake	()	(X)
Hard metal roof	()	(X)
One (1) copy of service, parts, operators, body manuals, books, or CD's	(X)	()

WARRANTY: (specify) 2 Year full.

PAGE 3

The City will sign for delivery but no acceptance until we have had sufficient time to properly inspect the equipment. Please set up an appointment for delivery.

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests to the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.


Authorized Signature

6/24/25
Date

received
6-26-25 745A

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

Airport
Department

JD Wheaton

Prepared By

JD Wheaton

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #110-2025 Approve the purchase of a 2025 Chevrolet Silverado 1500 4X4 pickup truck.

☐

Public hearing required if this box is checked.

RECOMMENDATION: Approve the purchase of a 2025 Chevrolet Silverado 1500 4X4 pickup truck from McGrath Chevrolet, Cedar Rapids Iowa in the amount of \$45,245.00.

DISCUSSION: Three bids were received with the best qualified bid from McGrath Chevrolet. The budgeted amount for this purchase is \$50,000.00. This truck will replace unit #720 that will be moved to the airport maintenance employees replacing unit #204. The truck replacement and specs was approved by the Fleet Committee. This was approved in the FY 26 Budget. This purchase was approved by the Airport Advisory Board.
McGrath Chevrolet \$45,245.00
Stivers Ford \$49,150.00
McGrath Ford \$50,125.00

Source of Funds: Airport Fund

Budgeted Item: ☒ Budget Amendment Needed: No

RESOLUTION #110-2025

A RESOLUTION APPROVING THE PURCHASE OF A 2025 CHEVROLET SILVERADO FOR THE OTTUMWA REGIONAL AIRPORT

WHEREAS, the Fleet Committee approved the purchase of a new ½ ton pickup truck at the December 4, 2024 Fleet Committee meeting.

WHEREAS, the specs were approved by the Fleet committee at the May 28, 2025 meeting.



WHEREAS, the vehicle was approved for purchase in the FY26 budget.

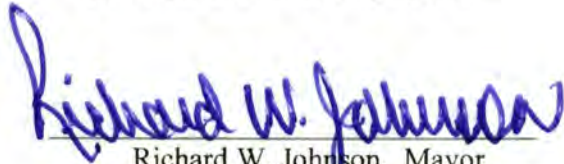
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: The purchase of a 2025 Chevrolet Silverado for the airport is hereby approved.

PASSED AND ADOPT this July 1st, 2025

CITY OF OTTUMWA, IOWA

ATTEST:



Christina Reinhard, City Clerk


Richard W. Johnson, Mayor



McGrath Fleet and Commercial

Garrett Ellard | 563-505-5636 | gellard@mcgrathauto.com

City of Ottumwa

[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (3)



McGrath Fleet and Commercial
Garrett Ellard
563-505-5636



McGrath Fleet and Commercial

Garrett Ellard | 563-505-5636 | gellard@mcgrathauto.com

[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (3) (Complete)

Quote Worksheet

	MSRP
Base Price	\$49,300.00
Dest Charge	\$2,195.00
Total Options	(\$1,050.00)
Subtotal	\$50,445.00
Spray in Bedliner	\$495.00
Whelen AMber Strobe with drill free low profile mount	\$1,100.00
Plug in strobe light module/controller	\$650.00
Subtotal Pre-Tax Adjustments	\$2,245.00
Less Customer Discount	(\$7,445.00)
Subtotal Discount	(\$7,445.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$45,245.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$45,245.00

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 25686. Data Updated: Jun 10, 2025 6:48:00 PM PDT.



Prepared by: Ryley Schleder

05/29/2025

Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 560

As Configured Vehicle (cont'd)

Code	Description	MSRP
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <small>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</small>	N/C
Emissions		
425	50 State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
SUBTOTAL		\$50,675.00
Destination Charge		\$1,995.00
TOTAL		\$52,670.00

Bed Extender installed in house
Flip in/out style

\$47,176

strobe + mount 1295

strobe module controller 679

\$49,150 = total

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



VEHICLE DESCRIPTION **F-150**

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK/BRONZE 40/CON/40

SF **A26485**

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAIL GATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

INTERIOR

- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR. OUTSIDE TEMP.
- COMPASS, TRIP COMPUTER
- TIPT/TELESCOPE STR COLUMN

FUNCTIONAL

- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IN TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORDPASS™ CONNECT SGM-WT HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNCH 4 W/EVR & 12" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

(MSRP)

EQUIPMENT GROUP 201A

- STX SERIES
- 18" BLACK PAINTED ALUMINUM WH
- SKID PLATES
- LINER-TRAY STYLE-NO CARPET MA
- LED FOG LAMPS

3,715.00

OPTIONAL EQUIPMENT/OTHER

- EXTENDED RANGE 36GAL FUEL TAN
- LYTES/DRIVE RC BSW ALL-TERRAIN
- 3.55 ELECTRONIC LOCK RR AXLE
- 8650# GVWR PACKAGE
- FRONT LICENSE PLATE BRACKET
- 50 STATE EMISSIONS
- MOBILE OFFICE PACKAGE

NO CHARGE
NO CHARGE
535.00

DEALER INSTALLED OPTIONS

- DIQ_Kit-ICE Mudflap

200.00

PRICE INFORMATION

BASE PRICE \$51,130.00
TOTAL OPTIONS/OTHER 4,550.00

TOTAL VEHICLE & OPTIONS/OTHER 55,680.00
DESTINATION & DELIVERY 1,995.00

TOTAL BEFORE DISCOUNTS 57,675.00

STX FX4 DISCOUNT - 2,000.00

STX 2.7L DISCOUNT - 1,000.00

TOTAL SAVINGS - 3,000.00

-6300 Discount

48,375 5-115 Price

RAMP ONE

RO73

RAMP TWO

RAIL

ITEM #

41-1030 CRT 2

TOTAL MSRP \$54,675.00



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EPA DOT Fuel Economy and Environment

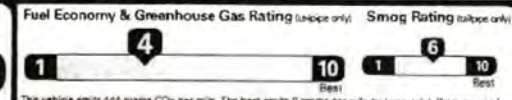
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Fuel Economy
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18 city
23 highway
5.0 gallons per 100 miles

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
Front seat ★★★★★
Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FTFW2LP1SFA26485



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, or vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalate, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FOR MORE INFO
CALL 1-800-4-A-FORD
FOR HELP



www.ford.com/passenger-vehicle

2202412033657

CITY OF OTTUMWA
AIRPORT

SPECIFICATIONS FOR A ½-TON, CREW CAB, 4X4 PICKUP TRUCK

Minimum specifications for bid of a ½-ton, Crew cab, Short Bed 4x4 pickup truck – Current Model Year. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids.

Brand of equipment Ford

Model Number _____

Dealer Bidding McGroth Ford

Authorized Dealer for product bid: Yes (x) No () If no, who are you bidding with _____

CAB & BODY

	YES	NO
Color: white	(x)	()
Cab: Extended	()	()
Crew	(x)	()
Two Keys w/Fobs	(x)	()
Bed- Fleet side body	(x)	()
Rust proofing – factory <i>Can be added \$175.00</i>	()	(x)
Paint protection film Bed Extender/Divider	()	(x)
Spray in bed liner <i>Can be added \$495.00</i>	()	(x)
Locking Rear Tailgate: Remote	(x)	()
Keyed	(x)	()
Cargo Lighting	(x)	()
Box Mounted 120v Power Outlet <i>Can be added</i>	()	(x)
Cargo Tie Down	(x)	()
Deep Tinted Glass	(x)	()

LITERATURE

One (1) copy of service, parts, operators, body manuals, books,
or in CD form

(X)

()

WARRANTY: (specify) 5 Year 100k mile powertrain
3 Year 36k mile bumper to bumper

The City will sign for delivery but no acceptance until we have sufficient time to properly inspect the equipment. Please set up an appointment for delivery.

Minimum 3 year or 36,000 mile warranty on truck and "optional" manufacturer's prices for extended warranty.

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests of the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.

Garrett Elliott
Printed Name

[Signature]
Authorized Signature

6/3/25

Date

Truck	#48,375
Spray In Bed Liner	495
Whelen Strabe	1,100
Plug in Strabe module	650
#50,125 ⁰⁰ total	



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 1, 2025

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 119-2025 - Resolution Repealing Resolution No. 166-2024
and Fixing New Minimum Fines for Specific City Offenses and Violations
of Sections of the Code of Ordinances of the City of Ottumwa, Iowa

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 119-2025

DISCUSSION: In accordance with Section 1-62 of the Code of Ordinances, the City Council is responsible for establishing a schedule of minimum fines for specific city offenses and violations of City Code. The last time this schedule was updated was Aug. 6, 2024 by adoption of Res. No. 166-2024. With the recent revision of the Animal Code, there was a request to revise the established schedule of fines. The minimum fines have been reviewed by the city attorney with a recommendation for revisions as attached in Res. No. 119-2025.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION NO. 119-2025

RESOLUTION REPEALING RESOLUTION NO. 166-2024 AND FIXING NEW MINIMUM FINES FOR SPECIFIC CITY OFFENSES AND VIOLATIONS OF SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA, IOWA

WHEREAS, Section 1-62 of the Code of Ordinances of the City of Ottumwa, Iowa ("City Code"), authorizes the City Council to establish a schedule of minimum fines for specific city offenses and violations of the Code of Ordinances of the City of Ottumwa, Iowa ("City Code"); and

WHEREAS, from time to time, to ensure consistency with the scheduled fines established by the Code of Iowa and to maintain a deterrent effect of scheduled minimum fines, the City Council may evaluate and revise its resolution scheduling minimum fines in effect by subsequent resolution; and

WHEREAS, the previous resolution scheduling minimum fines in effect for certain specific city offenses and violations of sections of City Code is set out in Resolution No. 166-2024; and

WHEREAS, the City Council has undertaken a review of minimum fines set out in Resolution No. 166-2024 and now seeks to revise its resolution scheduling minimum fines for specific city offenses and violations of City Code as set out herein.

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

SECTION 1. Resolution No. 166-2024, which previously fixed minimum fines for specific city offenses and violations of sections of City Code, is hereby repealed in its entirety.

SECTION 2. Except as may otherwise be provided by the Code of Iowa or City Code, violations of sections of the City Code as set out in this Resolution are scheduled violations and subject to the minimum fines as provided herein. The schedule of minimum fines for specific city offenses and violations of sections of City Code shall be set as follows:

Traffic Offenses Scheduled Fines

City Code	Iowa Code	Offense	Fine (in USD)
23-3(1)	321.229	Failure to Comply w/ Order	135.00
23-3(2)	321.369	Glass Substances on HWY	90.00
23-3(3)	321.371	Obligation to Clean Area	35.00
23-3(4)	321.17	Operating w/o Registration	70.00
23-3(5)	321.174	License Required	260.00
23-3(6)	321.174	DUS-1 st Offense	260.00

23-3(6)	321.174	DUS-2 nd Offense	500.00
23-3(7)	321.20B	Insurance Card Required non-accident)	325.00
23-3(7)	321.20B	Insurance Card Required accident)	645.00
23-3(8)	321.262	Duty to Stop at Accident	135.00
23-3(11)	321.264	Duty Upon Striking Unattended Vehicle	135.00
23-3(12)	321.265	Duty Upon Striking Fixtures	135.00
23-66		Notification Upon Striking City Property	100.00
23-3(13)	321.256	Obedience to Traffic Control Device	135.00
23-3(14)	321.342	Obedience to Railroad Crossing Signal	260.00
23-3(15)	321.257	Obedience to Automated Traffic Signal	135.00
23-3(16)	321.257	Flashing Signals	135.00
23-3(17)	321.260	Interference w/ Traffic Control/RR Devices	455.00
23-3(18)	321.430 & 431	Defective Brakes	135.00
23-3(19)	321.436	Mufflers Required	30.00
23-3(20)	321.384	Use of Headlights	45.00
23-3(21)	321.385	Two Functioning Headlights	45.00
23-3(22)	321.386	Motorcycle Headlights	45.00
23-3(23)	321.415	Failure to Dim Headlights	45.00
23-3(24)	321.387	Rear Lights Required	30.00
23-3(25)	321.388	License Plate Light Required	30.00
23-3(26)	321.394	Lamp / Flag Required Over- Length Load	50.00
23-3(27)	321.445	Seatbelts Required	70.00
23-3(28)	321.446	Child Restraint	135.00
23-3(29)	321.438	Obstructed Windows	70.00
23-3(30)	321.438	Dark Windshields	70.00
23-3(31)	321.285	Careful & Prudent Speed	See ICA § 903.1
23-3(32)	321.277	Reckless Driving	See ICA § 903.1
23-3(33)	321.278	Drag Racing	See ICA § 903.1
23-3(34)	321.285	Maximum Speed Limits Generally	
		1 to 5 mph over	30.00
		6 to 10 mph over	55.00
		11 to 15 mph over	105.00
		16 to 20 mph over	120.00

		Over 20 mph (+\$5.00 for every mph in excess of 20)	135.00+
23-149/150		Violate Posted Speed	
		1 to 5 mph over	30.00
		6 to 10 mph over	55.00
		11 to 15 mph over	105.00
		16 to 20 mph over	120.00
		Over 20 mph (+\$ 5. 00 for every mph in excess of 20)	135.00+
23-3(35)	321.305	One-Way Streets, Ramps & Alleys	135.00
23-3(36)	321.319	Right-of-Way at Intersection	135.00
23-3(37)	321.353	Right-of-way at alley/driveway	135.00
23-3(38)	321.322	Entering Stopped Intersections	135.00
23-3(39)	321.320	Illegal turning	135.00
23-154		Through Streets	100.00
23-155		Stop Intersections Designated	100.00
23-156		Stop Locations, Other than Designated Intersections	100.00
23-157		Yield Intersections Designated	100.00
23-158		Yield Locations, Other than Designated Intersections	100.00
23-159		Pedestrian Stop Zones	100.00
23-160		Yield at School Crosswalks	100.00
23-3(40)	321.297	Operate on Right Side of Road	135.00
23-3(41)	321.306	Drive within Lane	135.00
23-3(42)	321.299 & 303	Passing Vehicles	135.00
23-3(43)	321.302	Passing on Right Restricted	135.00
23-3(44)	321.372	Passing Stopped School Bus	345.00
23-3(45)	321.311	Manner of Turning at Intersections	135.00
23-3(46)	321.314, .316	Turning & Stopping Signals-When Required	
	321.314	Turning from a HWY	135.00
	321.316	Stopping	50.00

23-3(47)	321.317	Use of Hand or Signal Device	30.00
23-162 & 163		U-turns Prohibited at Intersections w/ Traffic Control Device	100.00
23-166		Driving through Funerals	50.00
23-169		Following Emergency Vehicles	100.00
23-3(48)	321.324	Duty Approaching Emergency Vehicles	135.00
23-3(49)	321.323A	Approaching Emergency Vehicle	135.00
23-3(50)	321.368	Driving Over Fire Hose	135.00
23-3(51)	321.323	Limits on Backing	135.00
23-3(52)	321.363	Obstructing Driver's View	50.00
23-170, 171 & 172		Weight Limitations	250.00
23-3(53)	321.460	Spilling of Loads	260.00
23-174		Driving on Sidewalks	50.00
23-175		Driving on Levees	100.00
23-179		Injuring Vehicles	250.00
23-3(54)	321.284	Open Containers	260.00
23-3(55)	321.277A	Careless Driving	50.00
23-3(56)	321.288	Control of Vehicle	135.00
23-3(57)	321.307	Following Too Close	135.00
23-224		Handicapped Parking	100.00

***Public Offenses
Scheduled Fines***

City Code	Offense	Fine
7-3	Interference While Performing Duties	100.00
7-4	Cruelty to Animals-1st Offense	250.00
7-4	Cruelty to Animals-2nd+ Offense	500.00
7-5	Sanitation of Premises	100.00
7-7	Abandonment of Animals	200.00
7-11	Restraint of Animals-1st Offense	100.00
7-11	Restraint of Animals-2nd Offense	200.00
7-11	Restraint of Animals-3rd+ Offense	300.00
7-18	Noisy Animals-1st Offense	75.00
7-18	Noisy Animals-2nd Offense	150.00
7-18	Noisy Animals-3rd+ Offense	225.00
7-21	Animals which Bite-1st Offense	200.00
7-21	Animals which Bite-2nd+ Offense	400.00

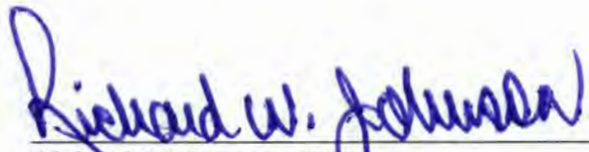
7-22	Confining Dogs	100.00
7-27	License Required-1st Offense	75.00
7-27	License Required-2nd Offense	150.00
7-34	Rabies Vaccination Required-1st Offense	75.00
7-34	Rabies Vaccination Required-2nd Offense	150.00
7-34	Rabies Vaccination Required-3rd+ Offense	225.00
7-40	Unlawfully Keeping High Risk Animal-1st Offense s	200.00
7-40	Unlawfully Keeping High Risk Animal-2nd+ Offense s	400.00
7-43	Keeping Dangerous Animals-1st Offense	200.00
7-43	Keeping Dangerous Animals-2nd+ Offense	400.00
7-44	Vicious Animals-Duty of Owner-1st Offense	200.00
7-44	Vicious Animals-Duty of Owner-2nd Offense	400.00
7-45	Community Service Officer Notification	100.00
7-46	Irresponsible Animal Owner-1st Offense	250.00
7-46	Irresponsible Animal Owner-2nd+ Offense	500.00
20-3	Placarded Dwelling-1st Offense	250.00
20-3	Placarded Dwelling-2nd Offense	500.00
1-58	Conspiracy	100.00
25-67	Barbed Wire	100.00
25-68	Obstruction to Banks or Rivers	100.00
25-69	Assault	100.00
25-70	Harassment	100.00
25-71	Harassment of Public Officers	250.00
25-73	False Report to Police	100.00
25-74	Interference with Official Acts	250.00
25-75	Refusing to Assist Officers	50.00
25-76	Public Intoxication	100.00
25-78	Unlawful Assembly	100.00
25-79	Failure to Disperse	100.00
25-80	Disturbing the Peace by Auto	50.00
25-81	Disorderly Conduct	100.00
25-82	Disorderly House	100.00
25-83	Discharging Weapons in City	100.00
25-84	Distribution of Dangerous Substance	100.00
25-94	Glue Sniffing	100.00
25-95	Public Nudity	100.00
25-98	Curfew	50.00
25-104	Allowing Minors on Premises	100.00
25-105	Theft	200.00

25-106	Criminal Mischief	200.00
25-107	Trespass (Includes Peeping Tom)	100.00
25-108	Persons Under Legal Age—1 st Offense	200.00
25-108	Persons Under Legal Age—2 nd Offense	500.00
25-109	Contributing to Delinquency of a Minor	100.00
25-110	Use of Fireworks	250.00
25-111	Possession of Drug Paraphernalia	200.00
25-112	Restrictions on Laser Pointers	100.00
25-113	Noise Prohibitions	100.00
25-114	Underage Tobacco Possession—1 st Offense	50.00
25-114	Underage Tobacco Possession—2 nd Offense	100.00
25-114	Underage Tobacco Possession—3 rd Offense	250.00
25-115	Smoking Prohibited	See City Code § 25-114 Fines
31 ½-2 or 31 ½-3	Littering—1 st Offense	250.00
31 ½-2 or 31 ½-3	Littering—2 nd Offense	500.00

SECTION 3. Additional costs, such as surcharge fees, court costs, and appearance bonds shall be set by the state and/or court.

SECTION 4. The descriptions of offenses used in this Resolution are for convenience only and shall not be construed to define any offense or to include or exclude any offense other than those specifically included or excluded by reference to the City Code. A reference to a section or subsection of the City Code without further limitation includes every offense defined by that section or subsection.

PASSED AND APPROVED this 1st day of July, 2025.


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #120-2025 - Approve changes to Compensation Handbook

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

RECOMMENDATION: Pass and adopt resolution #120-2025

DISCUSSION: Updated rates for those at the Landfill and Recycling Center. The Solid Waste Commission approved these rates June 30, 2025. This aligns the contracted labor rates with other positions within the city.

RESOLUTION NO. 120-2025

RESOLUTION TO APPROVE UPDATED COMPENSATION HANDBOOK

WHEREAS, the City of Ottumwa, Iowa had approved a Compensation Handbook on July 18, 2023, which incorporated a classification framework and wage structure as part of the document, and;

WHEREAS, staff for the City of Ottumwa changed seasonal / contracted employee wage rates for the Landfill and Recycling Center to match the seasonal / contracted employee rates set for other departments of the City as approved by the Solid Waste Commission on June 30, 2025, and;


WHEREAS, staff has reviewed the current classification and wage structure and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa that the current Compensation Handbook approved on July 18, 2023 and any supplements thereafter are hereby repealed and that the attached Compensation Handbook is hereby adopted and in place with an effective date of July 1, 2025.

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

PASSED, ADOPTED and APPROVED this 1st day of July, 2025

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

PURPOSE OF THE COMPENSATION HANDBOOK

The City of Ottumwa Compensation Handbook serves as a reference document that outlines the organization's compensation philosophy and practices for employees. The purpose of a compensation handbook is to ensure that employees are aware of the compensation they can expect to receive for their work, and the City of Ottumwa is able to apply consistent and fair compensation practices. It provides detailed information about salary ranges, benefits, and any other compensation-related information that employees need to know.

By providing transparency and clarity around compensation, a compensation handbook helps to ensure employee satisfaction, retention, and engagement.

This handbook includes 2 distinct policies:

- Compensation Philosophy
- Classification & Compensation Administrative Guidelines

There are additional appendices and forms included:

- Appendix A – Classification Structure
- Appendix B - Classification Framework
- Appendix C - Salary Schedule
- Position Description Questionnaire
- Job Analysis Request

ELIGIBILITY

The City of Ottumwa Compensation Handbook applies to all employees. Salary information for elected officials and contracted employees are also included in Appendices. If any provision of the handbook conflicts with collective bargaining agreements, the terms of the collective bargaining agreements will prevail.

The City of Ottumwa's compensation philosophy outlines the City's approach to compensating its employees. It is not an employment contract. The City retains the right to amend this handbook at its sole discretion.

PURPOSE

The purpose of a compensation philosophy is to provide a clear and consistent framework for compensation decisions across the organization. It serves as a guiding principle for how the City values and rewards its employees, and how we position ourselves in the job market. It helps to attract and retain top talent, promote fairness and equity in compensation practices, and ensure that compensation decisions are transparent and consistent.

The City of Ottumwa's compensation philosophy provides a framework for communicating with employees about compensation decisions, and helps to ensure that compensation decisions are made based on objective criteria and internal equity considerations.

The City of Ottumwa is committed to being the employer of choice. Our valued employees are the key to delivering on our commitment to improve lives of the citizens through excellence of service. Our compensation philosophy, including salary and benefits, is a reflection of our values. The City will pursue sustainable compensation goals in accordance with its overall fiscal position while respecting the goals of the philosophy. The City's compensation philosophy is designed to meet the following key objectives:

- **Externally Competitive Salary and Benefits.** The City will strive for salary midpoint to be at the 75th percentile of comparisons to identified benchmark jobs across comparable cities and regional industry employers. We will provide affordable and comprehensive benefit options that best fit employee needs and promote consumerism.
- **Equitable.** The City will strive to provide a framework of consistent compensation practices that are fair, equitable and free of discrimination. The City will work to continually improve this process by conducting periodic performance evaluations and updating position descriptions. We will regularly assess our market to ensure that our salary rates remain competitive.
- **Excellence.** The City employs high quality employees and we value continuous improvement as part of our commitment to excellence. Our compensation practices are intended to attract and retain employees who exemplify our values and delivery on our mission and vision. Qualified employees who work to advance their skills and knowledge as they contribute to the achievement of organizational objectives will also be paid competitively. External hires will be paid competitively in order to attract new talent within the designated ranges.
- **Emphasis on Service.** Individual employee goals may be developed to support overall performance and strategic priorities and exemplary service to the residents and property owners. We support and promote continual learning and employee growth by providing personal and professional development in order to produce high-quality, relevant programs and services. This is essential to efficient delivery of services as well as our growth and sustainability as a City.

- **Easy to Communicate.** Because the City is confident of the equity, validity, and reliability of the compensation system and practices, we maintain open communication with employees regarding their individual compensation. The compensation system is easily implemented, communicated and is simplistic in its design. Each employee will know how their compensation is determined. The City will develop a communication plan for our compensation program that supports our status as an employer of choice.

The City, as stewards over entrusted public funds, must be fiscally responsible as we administer compensation and benefits to employees. It is important to us that our compensation practices are sustainable well into the future. The City will seek opportunities, where appropriate, to invest in employees through compensation and benefits that are sustainable by connecting broad City performance measures that increase revenue with ongoing strategic investments in the people who work here.

Comparator/Peer Organizations

Factors considered in selecting comparator/peer organizations for market compensation comparison may include employer size and complexity, services rendered, aspirational organizations, from whom the City gains talent or to whom the City loses talent, population, proximity, and budget. While the selected comparator organizations are subject to change based on market or other conditions, the goal is to maintain consistency for as long as viable. As of 2022, the City's comparator organizations are as follows:

- | | |
|----------------------|--------------------|
| • Clinton, Iowa | • Burlington, Iowa |
| • Dubuque, Iowa | • Muscatine, Iowa |
| • Fort Dodge, Iowa | • Bettendorf, Iowa |
| • Marshalltown, Iowa | • Altoona, Iowa |
| • Oskaloosa, Iowa | • Mason City, Iowa |

Additionally, the City will utilize reliable published survey sources to obtain additional public sector and private sector data especially related to cross industry jobs where competition warrants such comparisons.

Pay Structure and Progression

The City will develop its pay structure using the 75th percentile of the market for actual salaries anchored at the midpoint. Open pay ranges will be utilized and progression through the pay ranges will be based on tenure and as prescribed by the City's Salary Administration Guidelines.

A classification system is a method of describing and naming work performed in an organization. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Total Compensation

Every employee will have access to their total compensation package provided by the City of Ottumwa through the human capital system (currently UKG). This statement will include the dollar value of base pay, benefits and other variable/discretionary pay.

PURPOSE

The purpose of administrative guidelines for compensation is to establish a clear and consistent approach to determining compensation for employees within the City of Ottumwa. These guidelines typically cover a range of issues such as salary structures, incentive plans, employee benefits, and performance evaluations.

By providing a framework for how compensation decisions are made, the City of Ottumwa can ensure that our compensation policies are fair, transparent, and aligned with our overall business strategy. Additionally, guidelines for compensation can help to attract and retain talented employees, promote employee satisfaction and engagement, and mitigate potential legal and regulatory risks.

Classification & Compensation System Goals

The City of Ottumwa adopted a classification and compensation program for all employees. The goals of the program are to:

- Define job families/series and career paths; and
- Develop and maintain a compensation system that is internally equitable and externally competitive.

The Classification and Compensation Program consists of three systems:

- A Classification System;
- A Job Evaluation System; and
- A Compensation System.

Each of these systems is described below.

Classification System

A classification system is a method of describing and naming work performed in the City of Ottumwa. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Definition of Terms in this Section

Term	Definition
Position	A position is the job held by one person. It is the set of duties assigned to an individual.
Classification	A body of work performed by a group of positions and jobs with similar responsibilities at a similar level of responsibility.
Classification Specification	A general description of a class of work. A classification typically includes a general summary of the work; distinguishing characteristics of the class; the essential duties of the class; the knowledge and skills required at entry to the

Term	Definition
	<p>class; and any licensing and special physical requirements. Classification specifications do not describe the duties and responsibilities of each individual employee in a class. Classification describes the collective responsibilities of all employees that are allocated to that classification. A class specification includes:</p> <ul style="list-style-type: none"> • A description of the type and level of work; • A description of the characteristics which distinguish this class from others which may be in the same occupation or at the same level of authority and responsibility; • Information which indicates standards for recruiting and selecting staff, determining appropriate pay, defining career growth opportunities, identifying performance expectations and complying with the Americans with Disabilities Act (ADA).
Classification Series	<p>A set of classifications which are closely related to one another, but reflect increasing levels of decision-making, difficulty and/or accountability. This is also often referred to as a job family. In order for multiple levels to be defined within a classification series, there must be distinct differences in the level of decision-making, responsibility, and/or accountability. The differences must be clearly defined and require additional knowledge, education, and/or skill. A new level should not be added due to any of the following:</p> <ul style="list-style-type: none"> • The volume of work; • The number or variety of specific assignments; • An employee's longevity in a current classification; or • A change in reporting relationships.
Classification Structure	<p>An arrangement of all the classification series and classifications an employer uses, together with the classification specifications.</p>
Classification Titles	<p>A classification title names a class of work and should be easily understood by employees, applicants, other organizations, and the public. The following terms have been used in classification titles.</p>
Position Description Questionnaire (PDQ)	<p>The form used to identify new or changed positions or jobs to provide updated content for review by City Human Resources.</p>

Classification Structure

New Positions

When new positions are created, the hiring manager will work with Human Resources to complete a Position Description Questionnaire. Human Resources will determine the appropriate placement within the classification system and update the classification structure.

Requests for Reclassification

From time to time, it may be necessary to reclassify certain positions, to update classification specifications, and/or to develop a new classification. It may be necessary to make one or more of these changes when an individual's duties and responsibilities change significantly, a department or function reorganizes, or a new job or position is created. Before any changes to the class structure are made, a job analysis must be completed. Job analysis is a systematic way of collecting data and analyzing the duties and nature of a specific job or position. The job

analysis provides the information necessary to allocate a position to a classification, modify a classification, or develop a new classification.

A job analysis will be performed if:

- A new job or position is created in the organization;
- A position's or classifications essential duties of the position have substantially changed. Typically, this means that thirty percent (30%) or more of the duties have changed.
- The new responsibilities have been performed for a minimum of six (6) months, and are determined to be permanent.

Employees who believe their duties and responsibilities have substantially changed should get approval from their Department Head to request a job analysis. A job analysis request form is available from the Human Resources department. Individuals requesting a job analysis will be asked to complete a Position Description Questionnaire. The PDQ will be used to help determine if the job is appropriately classified, should be allocated to a different classification, or if a new classification should be developed. Human Resources will conduct the review of the PDQ and may conduct interviews of appropriate departmental personnel. Human Resources will make the final determination as to the classification, title, FLSA, job evaluation rating, pay grade, and related areas. If there is a concern with the final ruling, this may be appealed to the City Administrator for review. The City Administrator's determination will be final.

Job Evaluation System

The City of Ottumwa uses a combination of market data and a classification framework to maintain internal equity. This is achieved by first aligning a classification to the appropriate pay range midpoint that is most closely aligned with the market's 75th percentile. This placement is then validated against the classification framework that establishes the levels of work across the City functions. For jobs without market data, the City will review the classification framework and similar classifications to assign to the appropriate pay range.

It is recommended that the internal alignment is reviewed on an annual basis and is supported through the classification processes. Appendix B is the classification framework for the City. This will be continuously reviewed and revised as necessary based on the City's needs and priorities.

Compensation System

The City of Ottumwa intends to compensate employees at a level that is competitive with the market and maintains the City's internal equity of its classifications through the application of the job evaluation methodology. Therefore, the City has adopted salary structures based on the job evaluation results (internal equity) and market data. The salary structures will be reviewed and updated periodically to ensure the structures remain competitive with the market. (See Structure Maintenance section.)

Annual Increases and Salary Structure Adjustments

The City of Ottumwa may adjust its salary structure (Appendix C) on an annual basis, to ensure competitiveness with the labor market and account for changes in market conditions and trends. Salary structure adjustments will be based on information related to market trends and organization financials. The City of Ottumwa will use the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report to guide future adjustments. The Midwest CPI measures changes in the cost of total compensation, which includes wages, salaries, and the employer's cost of employee benefits.

Note on Salary Structure Adjustments and Employee Increase Amount:

- The salary structure adjustment is separate from the employee increase amount. While a salary structure adjustment will impact the entire pay grid, it does not equate to across-the-board increases for employees. Employee compensation may be impacted on an individual basis due to step increases or other factors.

Pay structure adjustments must be approved within the City's budget process. Employees may or may not receive an adjustment to their individual pay as a result of the pay structure adjustment process.

In addition to adjusting the salary structure each year to keep pace with the market, the City should conduct a comprehensive market compensation study at least every fifth year. This schedule may vary depending on market conditions.

Hiring Range

At the City of Ottumwa, the hiring range will span from the position grade's Step 1 up to Step 3; hiring rates above Step 3 will be offered to exceptionally qualified or preferred qualifications of individuals and be done in consultation with the Human Resources Department.

Appointment above step 1 shall require approval by the Human Resources Department, and any hiring amount over the mid-point shall require the approval of the City Administrator.

Progression through the Salary Structure

As mentioned above, range spans (spreads) will vary by level of job. Therefore, the length of time for progression within the salary range will increase as jobs move up through the salary grade structure.

An employee will progress from step 1 through step 7 each year on their anniversary date in position. Once an employee reaches step 7 (midpoint), step progression will happen every three (3) years on the anniversary date in position.

If an employee is hired into a step greater than step 1, the employee will progress through the steps quicker. For example, if an employee was hired in at a step 3, their progression would look like this:

Hire	Step 3
1 year anniversary date in position	Step 4
2 year anniversary date in position	Step 5
3 year anniversary date in position	Step 6
4 year anniversary date in position	Step 7
7 year anniversary date in position	Step 8
10 year anniversary date in position	Step 9
13 year anniversary date in position	Step 10
16 year anniversary date in position	Step 11
19 year anniversary date in position	Step 12
22 year anniversary date in position	Step 13

If an employee obtains a certification that is deemed pertinent to their current job and will be of benefit to the city on a regular basis, an employee may increase their steps. This would be approved by the City Administrator and the certification must be documented.

Promotional Increases

In many situations, an employee promoted to a position in a higher pay range (grade) will receive an immediate pay increase. This increase is separate and distinct from any annual salary adjustment. Promotional increases will generally provide an increase between 5% and 10%. In the event that an individual is currently receiving a salary that exceeds the maximum of the salary range for the new job, then the employee shall receive no increase in base compensation.

In determining the promotional increase, the following other guidelines will be used:

- An employee's salary will be increased at least to the minimum of the new salary range; and
- In no case will a promotional increase place an employee's salary above the maximum of the new salary range.

For positions assigned to a step system, any promotional increase will result in a salary that is "on step" and must correspond to a particular step.

Acting Pay: Pay Rates for Work in a Higher Job Classification

In situations where the assignment or scheduling of work requires an employee to perform in a higher-level classification (higher pay grade or pay range), a temporary pay rate may be established for the period of that assignment or work schedule. To receive the adjusted rate, an employee must be working in the higher classification at least 50% of their workday for a minimum of fifteen (15) days.

The effective hourly rate of pay should be within the pay range for the salary grade of the temporary assignment, and should be determined using the same considerations, as noted above, for a promotional increase. This action should only take place when prior approval is given. This policy should not apply to situations of vacation replacement. Once the temporary assignment has been completed, the pay rate will revert to the previous rate.

- Occupational Group - Management = 10% of current base salary
- Occupational Group – Professional = 7.5% of current base salary
- Occupational Group – Technical / Specialist = 5% of current base salary

Discretionary Increases/Incentives

A Department Director, upon the review and approval of the Human Resources Director, may grant a discretionary increase to an employee. Such increases or incentives may be necessary for the following:

- To relieve compression;
- To address pay equity situations;
- To retain top performers outside of the performance cycle;
- To reward an employee with sustained favorable performance; or
- If given as a base salary increase, such increases are to be in accordance with the provisions of the pay plans to which an employee is assigned.

If such increase or incentive is given as a means of retaining an employee, the employee must (1) have achieved a performance ranking of higher than meeting expectations on the employee's most recent performance evaluation unless there is an extreme business need to keep the position filled and (2) have the approval of the Human Resources Director. Retention increases are not to be given more than once in a thirty-six (36) month period.

If the discretionary increase or incentive is granted due to performance, an employee must have a performance evaluation ranking of higher than meeting expectations on the employee's most recent performance evaluation and the employee shall not be eligible for more than one such increase per calendar/fiscal year.

All discretionary increases or incentives of more than five percent (5%) must be approved in writing by the Human Resources Director and City Administrator or their designee unless the increase is for an employee on a step system and such movement is to the next highest step.

A discretionary increase will not be provided if it places the resulting base salary above that of the respective pay range maximum.

Leaves of Absence

Salary increases are not earned while on an unpaid leave of absence and in compliance with leave regulations. Upon reinstatement, the employee shall be paid at the same rate he/she had prior to the leave of absence. If, during the absence, an increase had been provided, the salary of the incumbent should be reviewed at the time he/she returns for any pay action.

Voluntary Reassignment

An employee who voluntarily accepts a reassignment to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. Employees who are subsequently reclassified, or promoted back to the original classification from which they took a voluntary reassignment, may not have their rate of pay adjusted to a level above that prescribed for reclassifications or promotions.

Involuntary Reassignment (Demotion)

An employee who is involuntarily reassigned to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. A minimum of 5% reduction in pay is considered, but in no case will the employee be paid over the maximum of the new pay range.

Involuntary Transfer to a Lower Grade

When an employee receives an involuntary transfer, (not resulting from a demotion) to a new position with a salary range that is less than the range of the employee's present grade (e.g., abolition of a job and the consequent reassignment of a position with a lower grade), no immediate salary reduction should occur. For employees with positions on a step system, their "new" position should be placed on the pay scale at the closest, next highest step if the job is also assigned to a step pay range. Under this circumstance, the employee's situation will be reviewed during the next pay adjustment cycle to determine if the employee is eligible for any further step adjustment. If the employee's salary is above the maximum of the lower grade, no salary increases will be granted to the employee until the maximum for the new grade equals or exceeds the employee's salary.

Lateral Transfer

When necessary, the City may change an employee or group of employees from one job to another within the same pay grade. This will happen when the City deems the change to be in the interest of efficiency and meeting objectives. When an employee(s) is transferred to a position assigned to the same pay grade, he or she will not receive an adjustment in pay. Likewise, an employee who voluntarily requests a lateral transfer to a job within the same pay grade will not receive a pay adjustment.

Reclassification/Regrade

An employee who is advanced to a higher pay grade through reclassification or classification regrade shall have their salary set within the range of the new pay grade under the following guidelines:

- 1) The minimum of the assigned pay grade; but not above pay grade maximum unless the current salary is above the maximum.
- 2) On the next highest step to that of the current salary.

An employee who is reduced to a lower pay grade by reclassification or regrade action may retain the previous rate of pay so long as it does not exceed the midpoint of the new pay range unless authorization is received from the Human Resources Director. In no case shall the salary exceed the maximum of the new pay grade.

Job Family	Series Title	New Class Title	Series Level
Accounting	Accounting	Accounting Specialist	1
Accounting	Accounting	Accountant	2
Accounting	Accounting	Director of Finance	3
Administrative Support	Administrative Support	Administrative Clerk	1
Administrative Support	Administrative Support	Administrative Specialist	2
Airport	Airport	Airport Facilities Technician	1
Airport	Airport	Equipment Operator	2
Airport	Airport	Aviation Services Supervisor	3
Airport	Airport	Director of Airport Operations	4
Fire	Fire	Firefighter	1
Fire	Fire	Master Firefighter	2
Fire	Fire	Fire Captain	3
Fire	Fire	Assistant Fire Chief	4
Fire	Fire	Deputy Fire Chief	5
Fire	Fire	Fire Chief	6
Facilities Maintenance	Facilities Maintenance	Janitor	1
Facilities Maintenance	Facilities Maintenance	Custodian	2
Facilities Maintenance	Facilities Maintenance	Maintenance Worker	3
Facilities Maintenance	Facilities Maintenance	Maintenance Manager	4
Human Resources	HR	HR Generalist	1
Human Resources	HR	Director of Human Resources	2
Library	Library	Library Assistant	1
Library	Library	Librarian	2
Library	Library	Adult Services Librarian	3
Library	Library	Youth Services Librarian	3
Library	Library	Assistant Library Director	4
Library	Library	Library Director	5
Clerk	Clerk	City Clerk	n/a
City Management	City Management	City Administrator	n/a
Parks and Recreation	Parks and Recreation	Customer Service Representative	1
Parks and Recreation	Parks and Recreation	Lifeguard	2
Parks and Recreation	Parks and Recreation	Head Lifeguard	3
Parks and Recreation	Parks and Recreation	Program Instructor	4
Parks and Recreation	Parks and Recreation	Program Supervisor	5
Parks and Recreation	Parks and Recreation	Aquatic Facility Supervisor	6
Parks and Recreation	Parks and Recreation	Director of Parks & Recreation	7
Community Development	Landfill	Grounds Worker	1
Community Development	Landfill	Gatekeeper	2
Community Development	Landfill	Equipment Operator	3
Community Development	Recycling	Gatekeeper	1
Community Development	Recycling	Demanufacturing Technician	2
Community Development	Solid Waste	Solid Waste Superintendent	4

Job Family	Series Title	New Class Title	Level
Community Development	Planning and Zoning	Code Compliance Officer	1
Community Development	Planning and Zoning	Building Inspector	2
Community Development	Planning and Zoning	Planning and Zoning Coordinator	3
Community Development	Planning and Zoning	Director of Community Development	4
Public Safety Communications	Public Safety Communications	911 Communication Specialist	1
Public Safety Communications	Public Safety Communications	911 Dispatch Supervisor	2
Public Safety	Public Safety	Parking Attendant	n/a
Public Safety	Public Safety	Police Officer	1
Public Safety	Public Safety	Sergeant	2
Public Safety	Public Safety	Lieutenant	3
Public Safety	Public Safety	Police Chief	4
Public Works	Sewer Maintenance	Equipment Operator	1
Public Works	Sewer Maintenance	Sewer Maintenance Supervisor	2
Public Works	Street Maintenance	Equipment Operator	1
Public Works	Street Maintenance	Street Maintenance Supervisor	2
Public Works	Traffic Maintenance	Equipment Operator	1
Public Works	Traffic Maintenance	Electrician	2
Public Works	Traffic Maintenance	Senior Electrician	3
Public Works	Traffic Maintenance	Traffic Maintenance Supervisor	4
Public Works	Mechanic	Mechanic	1
Public Works	Mechanic	Garage Supervisor	2
Public Works	Management	Public Works Superintendent	3
Public Works	Civil Engineering	Engineering Technician I	1
Public Works	Civil Engineering	Engineering Technician II	2
Public Works	Civil Engineering	Engineering Technician III	3
Public Works	Civil Engineering	Engineering Supervisor	4
Public Works	Civil Engineering	Assistant City Engineer	5
Public Works	Civil Engineering	City Engineer	6
Public Works	Laboratory Operations	Laboratory Technician	1
Public Works	Laboratory Operations	Laboratory Chemist	2
Public Works	Wastewater	Plant Operator	1
Public Works	Wastewater	Maintenance Technician	1
Public Works	Wastewater	Pre-Treatment Coordinator	2
Public Works	Wastewater	WPCF Supervisor	3
Public Works	Wastewater	Water Superintendent	4
Public Works	Management	Director of Public Works	2
Information Technology	IT	IT Technician	1
Information Technology	IT	IT Manager	2
Stand alone	Stand alone	GIS Administrator	n/a
Stand alone	Stand alone	Public Information Officer	n/a

Occupational Group	Title	Level Definition	Position Title	Grade
MANAGEMENT (EXEMPT)	City Administrator	Overall strategic and operational direction and management of the City responsible for executing the goals and objectives of the Council	City Administrator	17
	Senior Director	Direct and oversee departments and functions across the City with overall policy development. Impacts of decisions and responsibilities go across functional areas and impact all or most City operations.	Director of Public Works – with PE License	15
			Director of Finance	14
			Police Chief	14
			Director of Community Development	13
			Director of Human Resources	13
			Director of Public Works – without PE license	13
			Fire Chief	13
	Director	Direct the operations, goals, and services of a City department or functional area by defining the operations with the scope of established goals and objectives. Incumbents develop and manage a budget, and ensure the operations meet City-wide strategies.	Library Director	12
			Director of Airport Operations	12
			City Engineer	12
			Police Lieutenant	12
			IT Manager	12
			Director of Parks & Recreation	12
	Manager	Oversee the operations and planning of a work unit, function, or division; may serve as second-in-command, and typically report to a department head. Responsible to determine and plan the operations of the assigned area through planning, functional management, or project management assignments.	Deputy Fire Chief	11
			Wastewater Superintendent	11

Occupational Group	Title	Level Definition	Position Title	Grade
PROFESSIONAL (EXEMPT)	Lead/Principal/ Administrator	Responsible for the advanced level of analysis, programming, and execution of assigned work in the area of assignment to the broader City. Typically responsible for assignments and work that impact within the department and across the City through the operations and work of an assigned functional area.	Public Works Superintendent	10
			Solid Waste Superintendent	10
			Police Sergeant	10
			Accountant	10
	Senior Officer / Analyst / Coordinator	Represent an area of assignment to related functions or by providing information to the broader City. Incumbents have limited to no budget responsibility with impact of work and information on departments or functions across the City. The assignments require diverse decisions that require complex decision making skills through the analysis, evaluation, and methodology development to review information and data. Assignments are generally broad in nature. Incumbents determine which process to utilize in carrying out duties.	Assistant City Engineer	9
			Assistant Fire Chief	9
			Aviation Services Supervisor	9
			City Clerk	9
			Senior Electrician	9
	Officer/Analyst/ Supervisor	Journey-level analytical work in an assigned area, department, or operations of the City. Incumbents have limited to no budget responsibility with the impact of work concentrated within the area of assignment. Duties often require complex decision making skills to troubleshoot standard processes or steps. Assignments are generally broad in nature that require input from multiple sources to identify errors or solutions.	WPCF Maintenance Supervisor	8
			WPCF Operations Supervisor	8
			Laboratory Chemist	8
			Planning and Zoning Coordinator	8
			Police Officer	8
			Maintenance Electrician	8
			Garage Supervisor	8

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Foreman / Lead Specialist / Technician	Top level of operation, administrative services, office coordination, administrative support for program or staff, may serve as the lead worker.	Street Maintenance Supervisor	7
			Traffic Maintenance Supervisor	7
			Sewer Maintenance Supervisor	7
			Maintenance Manager	7
			911 Dispatch Supervisor	7
			Engineering Supervisor	7
			Assistant Library Director	7
			Aquatic Facilities Manager	7
			HR Generalist	7
			Public Information Officer	7
			GIS Administrator	7
			Building Inspector	7
			Fire Captain	7
	Senior Specialist / Technician	Advanced specialized program support or complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures; requires a comprehensive knowledge and skill of the assigned area or function to complete the assigned responsibilities assigned.	Engineering Technician II	6
			Pre-treatment Coordinator	6
			Master Firefighter	6
			Mechanic	6

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Specialist / Technician	Specialized program support or moderately complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures.	Water Laboratory Technician	5
			Code Compliance Officer	5
			Traffic Maintenance Technician	5
			Equipment Operator	5
			IT Technician	5
			WPCF Maintenance Technician	5
			WPCF Plant Operator	5
			Firefighter	5
	Assistant/ Technician	Work is routine in nature with the majority of time dedicated to the performance of tasks related to one area of responsibility, with standardized responsibilities of basic maintenance and repair, transaction processing, general administrative support.	911 Communication Specialist	4
			Accounting Specialist	4
			De-manufacturing Technician	4
			Administration Specialist	4
			Engineering Technician I	4
			Maintenance Worker	4
			Adult Services Librarian	4
			Youth Services Librarian	4

Occupational Group	Title	Level Definition	Position Title	Grade
SUPPORT (NON-EXEMPT)	Worker/Representative	Role is within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations and how responsibilities of multiple positions interact and impact that area.	Administrative Clerk	3
			Custodian	3
			Librarian	3
	Receptionist/Clerk/ Worker	Role is typically assigned within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations.	Library Assistant	2
			Program Supervisor	2
	Clerk	Work is in a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities; with the position accountable for the specific assignments.	Airport Facilities Technician	1
			Gatekeeper	1
			Grounds Worker	1
			Janitor	1
			Head Lifeguard	1
			Parking Attendant	1

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 Year	Step 9 3 Year	Step 10 3 Year	Step 11 3 Year	Step 12 3 Year	Step 13 3 Year
1	\$ 33,092.80	\$ 33,904.00	\$ 34,736.00	\$ 35,568.00	\$ 36,400.00	\$ 37,232.00	\$ 38,043.20	\$ 38,875.20	\$ 39,707.20	\$ 40,539.20	\$ 41,350.40	\$ 42,182.40	\$ 43,014.40
2	\$ 36,400.00	\$ 37,294.40	\$ 38,209.60	\$ 39,124.80	\$ 40,040.00	\$ 40,934.40	\$ 41,849.60	\$ 42,764.80	\$ 43,680.00	\$ 44,574.40	\$ 45,489.60	\$ 46,404.80	\$ 47,320.00
3	\$ 40,040.00	\$ 41,038.40	\$ 42,036.80	\$ 43,035.20	\$ 44,033.60	\$ 45,032.00	\$ 46,030.40	\$ 47,028.80	\$ 48,048.00	\$ 49,046.40	\$ 50,044.80	\$ 51,043.20	\$ 52,041.60
4	\$ 44,033.60	\$ 45,136.00	\$ 46,238.40	\$ 47,340.80	\$ 48,443.20	\$ 49,545.60	\$ 50,648.00	\$ 51,750.40	\$ 52,832.00	\$ 53,934.40	\$ 55,036.80	\$ 56,139.20	\$ 57,241.60
5	\$ 48,443.20	\$ 49,649.60	\$ 50,856.00	\$ 52,062.40	\$ 53,289.60	\$ 54,496.00	\$ 55,702.40	\$ 56,908.80	\$ 58,115.20	\$ 59,342.40	\$ 60,548.80	\$ 61,755.20	\$ 62,961.60
6	\$ 53,289.60	\$ 54,620.80	\$ 55,952.00	\$ 57,283.20	\$ 58,614.40	\$ 59,945.60	\$ 61,276.80	\$ 62,608.00	\$ 63,939.20	\$ 65,270.40	\$ 66,601.60	\$ 67,932.80	\$ 69,264.00
7	\$ 58,614.40	\$ 60,070.40	\$ 61,547.20	\$ 63,003.20	\$ 64,459.20	\$ 65,936.00	\$ 67,392.00	\$ 68,868.80	\$ 70,324.80	\$ 71,801.60	\$ 73,257.60	\$ 74,713.60	\$ 76,190.40
8	\$ 64,459.20	\$ 66,081.60	\$ 67,683.20	\$ 69,305.60	\$ 70,907.20	\$ 72,529.60	\$ 74,131.20	\$ 75,753.60	\$ 77,355.20	\$ 78,977.60	\$ 80,579.20	\$ 82,201.60	\$ 83,803.20
9	\$ 70,907.20	\$ 72,696.00	\$ 74,464.00	\$ 76,232.00	\$ 78,000.00	\$ 79,768.00	\$ 81,556.80	\$ 83,324.80	\$ 85,092.80	\$ 86,860.80	\$ 88,649.60	\$ 90,417.60	\$ 92,185.60
10	\$ 78,000.00	\$ 79,955.20	\$ 81,910.40	\$ 83,844.80	\$ 85,800.00	\$ 87,755.20	\$ 89,710.40	\$ 91,644.80	\$ 93,600.00	\$ 95,555.20	\$ 97,510.40	\$ 99,444.80	\$ 101,400.00
11	\$ 85,800.00	\$ 87,942.40	\$ 90,084.80	\$ 92,248.00	\$ 94,390.40	\$ 96,532.80	\$ 98,675.20	\$ 100,817.60	\$ 102,960.00	\$ 105,102.40	\$ 107,244.80	\$ 109,387.20	\$ 111,550.40
12	\$ 94,390.40	\$ 96,740.80	\$ 99,091.20	\$ 101,462.40	\$ 103,812.80	\$ 106,184.00	\$ 108,534.40	\$ 110,905.60	\$ 113,256.00	\$ 115,606.40	\$ 117,977.60	\$ 120,328.00	\$ 122,699.20
13	\$ 103,812.80	\$ 106,412.80	\$ 109,012.80	\$ 111,612.80	\$ 114,192.00	\$ 116,792.00	\$ 119,392.00	\$ 121,992.00	\$ 124,571.20	\$ 127,171.20	\$ 129,771.20	\$ 132,371.20	\$ 134,971.20
14	\$ 114,192.00	\$ 117,062.40	\$ 119,912.00	\$ 122,761.60	\$ 125,611.20	\$ 128,481.60	\$ 131,331.20	\$ 134,180.80	\$ 137,030.40	\$ 139,900.80	\$ 142,750.40	\$ 145,600.00	\$ 148,449.60
15	\$ 125,611.20	\$ 128,752.00	\$ 131,892.80	\$ 135,033.60	\$ 138,174.40	\$ 141,315.20	\$ 144,456.00	\$ 147,596.80	\$ 150,737.60	\$ 153,878.40	\$ 157,019.20	\$ 160,160.00	\$ 163,300.80
16	\$ 138,174.40	\$ 141,627.20	\$ 145,080.00	\$ 148,533.60	\$ 152,006.40	\$ 155,459.20	\$ 158,912.00	\$ 162,364.80	\$ 165,817.60	\$ 169,270.40	\$ 172,723.20	\$ 176,176.00	\$ 179,628.80
17	\$ 152,006.40	\$ 155,792.00	\$ 159,598.40	\$ 163,404.80	\$ 167,190.40	\$ 170,996.80	\$ 174,803.20	\$ 178,588.80	\$ 182,395.20	\$ 186,201.60	\$ 189,987.20	\$ 193,793.60	\$ 197,600.00
18	\$ 167,190.40	\$ 171,371.20	\$ 175,552.00	\$ 179,732.80	\$ 183,913.60	\$ 188,094.40	\$ 192,275.20	\$ 196,456.00	\$ 200,636.80	\$ 204,817.60	\$ 208,998.40	\$ 213,179.20	\$ 217,360.00

City Council – paid monthly - \$6,000 per year

Mayor – paid monthly - \$10,200 per year

Seasonal / Contracted Employees	
<i>This includes all departments with no exceptions unless otherwise stated and approved by City Administrator.</i>	
Year 1	\$14.00 per hour
Year 2	\$15.00 per hour
Landfill contracted employees	\$9.00 per hour
Recycling Center Contracted Employees	\$8.25 per hour
<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	
WPCF Contracted (with certifications)	\$20.00 per hour

3.2% COLA – Effective July 1, 2024

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 year	Step 9 3 year	Step 10 3 year	Step 11 3 year	Step 12 3 year	Step 13 3 year
1	\$ 34,151.77	\$ 34,988.93	\$ 35,847.55	\$ 36,706.18	\$ 37,564.80	\$ 38,423.42	\$ 39,260.58	\$ 40,119.21	\$ 40,977.83	\$ 41,836.45	\$ 42,673.61	\$ 43,532.24	\$ 44,390.86
2	\$ 37,564.80	\$ 38,487.82	\$ 39,432.31	\$ 40,376.79	\$ 41,321.28	\$ 42,244.30	\$ 43,188.79	\$ 44,133.27	\$ 45,077.76	\$ 46,000.78	\$ 46,945.27	\$ 47,889.75	\$ 48,834.24
3	\$ 41,321.28	\$ 42,351.63	\$ 43,381.98	\$ 44,412.33	\$ 45,442.68	\$ 46,473.02	\$ 47,503.37	\$ 48,533.72	\$ 49,585.54	\$ 50,615.88	\$ 51,646.23	\$ 52,676.58	\$ 53,706.93
4	\$ 45,442.68	\$ 46,580.35	\$ 47,718.03	\$ 48,855.71	\$ 49,993.38	\$ 51,131.06	\$ 52,268.74	\$ 53,406.41	\$ 54,522.62	\$ 55,660.30	\$ 56,797.98	\$ 57,935.65	\$ 59,073.33
5	\$ 49,993.38	\$ 51,238.39	\$ 52,483.39	\$ 53,728.40	\$ 54,994.87	\$ 56,239.87	\$ 57,484.88	\$ 58,729.88	\$ 59,974.89	\$ 61,241.36	\$ 62,486.36	\$ 63,731.37	\$ 64,976.37
6	\$ 54,994.87	\$ 56,368.67	\$ 57,742.46	\$ 59,116.26	\$ 60,490.06	\$ 61,863.86	\$ 63,237.66	\$ 64,611.46	\$ 65,985.25	\$ 67,359.05	\$ 68,732.85	\$ 70,106.65	\$ 71,480.45
7	\$ 60,490.06	\$ 61,992.65	\$ 63,516.71	\$ 65,019.30	\$ 66,521.89	\$ 68,045.95	\$ 69,548.54	\$ 71,072.60	\$ 72,575.19	\$ 74,099.25	\$ 75,601.84	\$ 77,104.44	\$ 78,628.49
8	\$ 66,521.89	\$ 68,196.21	\$ 69,849.06	\$ 71,523.38	\$ 73,176.23	\$ 74,850.55	\$ 76,503.40	\$ 78,177.72	\$ 79,830.57	\$ 81,504.88	\$ 83,157.73	\$ 84,832.05	\$ 86,484.90
9	\$ 73,176.23	\$ 75,022.27	\$ 76,846.85	\$ 78,671.42	\$ 80,496.00	\$ 82,320.58	\$ 84,166.62	\$ 85,991.19	\$ 87,815.77	\$ 89,640.35	\$ 91,486.39	\$ 93,310.96	\$ 95,135.54
10	\$ 80,496.00	\$ 82,513.77	\$ 84,531.53	\$ 86,527.83	\$ 88,545.60	\$ 90,563.37	\$ 92,581.13	\$ 94,577.43	\$ 96,595.20	\$ 98,612.97	\$ 100,630.73	\$ 102,627.03	\$ 104,644.80
11	\$ 88,545.60	\$ 90,756.56	\$ 92,967.51	\$ 95,199.94	\$ 97,410.89	\$ 99,621.85	\$ 101,832.81	\$ 104,043.76	\$ 106,254.72	\$ 108,465.68	\$ 110,676.63	\$ 112,887.59	\$ 115,120.01
12	\$ 97,410.89	\$ 99,836.51	\$ 102,262.12	\$ 104,709.20	\$ 107,134.81	\$ 109,581.89	\$ 112,007.50	\$ 114,454.58	\$ 116,880.19	\$ 119,305.80	\$ 121,752.88	\$ 124,178.50	\$ 126,625.57
13	\$ 107,134.81	\$ 109,818.01	\$ 112,501.21	\$ 115,184.41	\$ 117,846.14	\$ 120,529.34	\$ 123,212.54	\$ 125,895.74	\$ 128,557.48	\$ 131,240.68	\$ 133,923.88	\$ 136,607.08	\$ 139,290.28
14	\$ 117,846.14	\$ 120,808.40	\$ 123,749.18	\$ 126,689.97	\$ 129,630.76	\$ 132,593.01	\$ 135,533.80	\$ 138,474.59	\$ 141,415.37	\$ 144,377.63	\$ 147,318.41	\$ 150,259.20	\$ 153,199.99
15	\$ 129,630.76	\$ 132,872.06	\$ 136,113.37	\$ 139,354.68	\$ 142,595.98	\$ 145,837.29	\$ 149,078.59	\$ 152,319.90	\$ 155,561.20	\$ 158,802.51	\$ 162,043.81	\$ 165,285.12	\$ 168,526.43
16	\$ 142,595.98	\$ 146,159.27	\$ 149,722.56	\$ 153,307.32	\$ 156,870.60	\$ 160,433.89	\$ 163,997.18	\$ 167,560.47	\$ 171,123.76	\$ 174,687.05	\$ 178,250.34	\$ 181,813.63	\$ 185,376.92
17	\$ 156,870.60	\$ 160,777.34	\$ 164,705.55	\$ 168,633.75	\$ 172,540.49	\$ 176,468.70	\$ 180,396.90	\$ 184,303.64	\$ 188,231.85	\$ 192,160.05	\$ 196,066.79	\$ 199,995.00	\$ 203,923.20
18	\$ 172,540.49	\$ 176,855.08	\$ 181,169.66	\$ 185,484.25	\$ 189,798.84	\$ 194,113.42	\$ 198,428.01	\$ 202,742.59	\$ 207,057.18	\$ 211,371.76	\$ 215,686.35	\$ 220,000.93	\$ 224,315.52

City Council – paid monthly - \$6,000 per year

Mayor – paid monthly - \$10,200 per year

Seasonal / Contracted Employees	
<i>This includes all departments with no exceptions unless otherwise stated and approved by City Administrator.</i>	
Year 1	\$14.00 per hour
Year 2	\$15.00 per hour
Landfill contracted employees	\$11.00 per hour
Recycling Center Contracted Employees	\$11.00 per hour
<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	
WPCF Contracted (with certifications)	\$20.00 per hour

2.5% COLA – Effective July 1, 2025

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 year	Step 9 3 year	Step 10 3 year	Step 11 3 year	Step 12 3 year	Step 13 3 year
1	\$ 35,005.56	\$ 35,863.65	\$ 36,743.74	\$ 37,623.83	\$ 38,503.92	\$ 39,384.01	\$ 40,242.10	\$ 41,122.19	\$ 42,002.28	\$ 42,882.37	\$ 43,740.45	\$ 44,620.54	\$ 45,500.63
2	\$ 38,503.92	\$ 39,450.02	\$ 40,418.11	\$ 41,386.21	\$ 42,354.31	\$ 43,300.41	\$ 44,268.51	\$ 45,236.61	\$ 46,204.70	\$ 47,150.80	\$ 48,118.90	\$ 49,087.00	\$ 50,055.10
3	\$ 42,354.31	\$ 43,410.42	\$ 44,466.53	\$ 45,522.63	\$ 46,578.74	\$ 47,634.85	\$ 48,690.96	\$ 49,747.06	\$ 50,825.17	\$ 51,881.28	\$ 52,937.39	\$ 53,993.50	\$ 55,049.60
4	\$ 46,578.74	\$ 47,744.86	\$ 48,910.98	\$ 50,077.10	\$ 51,243.22	\$ 52,409.34	\$ 53,575.45	\$ 54,741.57	\$ 55,885.69	\$ 57,051.81	\$ 58,217.93	\$ 59,384.05	\$ 60,550.16
5	\$ 51,243.22	\$ 52,519.35	\$ 53,795.48	\$ 55,071.61	\$ 56,369.74	\$ 57,645.87	\$ 58,922.00	\$ 60,198.13	\$ 61,474.26	\$ 62,772.39	\$ 64,048.52	\$ 65,324.65	\$ 66,600.78
6	\$ 56,369.74	\$ 57,777.88	\$ 59,186.03	\$ 60,594.17	\$ 62,002.31	\$ 63,410.46	\$ 64,818.60	\$ 66,226.74	\$ 67,634.89	\$ 69,043.03	\$ 70,451.17	\$ 71,859.32	\$ 73,267.46
7	\$ 62,002.31	\$ 63,542.47	\$ 65,104.63	\$ 66,644.78	\$ 68,184.94	\$ 69,747.10	\$ 71,287.26	\$ 72,849.42	\$ 74,389.57	\$ 75,951.73	\$ 77,491.89	\$ 79,032.05	\$ 80,594.21
8	\$ 68,184.94	\$ 69,901.12	\$ 71,595.29	\$ 73,311.46	\$ 75,005.64	\$ 76,721.81	\$ 78,415.98	\$ 80,132.16	\$ 81,826.33	\$ 83,542.51	\$ 85,236.68	\$ 86,952.85	\$ 88,647.02
9	\$ 75,005.64	\$ 76,897.83	\$ 78,768.02	\$ 80,638.21	\$ 82,508.40	\$ 84,378.59	\$ 86,270.78	\$ 88,140.97	\$ 90,011.16	\$ 91,881.35	\$ 93,773.55	\$ 95,643.74	\$ 97,513.93
10	\$ 82,508.40	\$ 84,576.61	\$ 86,644.82	\$ 88,691.03	\$ 90,759.24	\$ 92,827.45	\$ 94,895.66	\$ 96,941.87	\$ 99,010.08	\$ 101,078.29	\$ 103,146.50	\$ 105,192.71	\$ 107,260.92
11	\$ 90,759.24	\$ 93,025.47	\$ 95,291.70	\$ 97,579.93	\$ 99,846.17	\$ 102,112.40	\$ 104,378.63	\$ 106,644.86	\$ 108,911.09	\$ 111,177.32	\$ 113,443.55	\$ 115,709.78	\$ 117,998.01
12	\$ 99,846.17	\$ 102,332.42	\$ 104,818.67	\$ 107,326.93	\$ 109,813.18	\$ 112,321.44	\$ 114,807.69	\$ 117,315.94	\$ 119,802.20	\$ 122,288.45	\$ 124,796.71	\$ 127,282.96	\$ 129,791.21
13	\$ 109,813.18	\$ 112,563.46	\$ 115,313.74	\$ 118,064.02	\$ 120,792.30	\$ 123,542.58	\$ 126,292.86	\$ 129,043.14	\$ 131,771.42	\$ 134,521.70	\$ 137,271.98	\$ 140,022.26	\$ 142,772.54
14	\$ 120,792.30	\$ 123,828.61	\$ 126,842.91	\$ 129,857.22	\$ 132,871.53	\$ 135,907.84	\$ 138,922.14	\$ 141,936.45	\$ 144,950.76	\$ 147,987.07	\$ 151,001.37	\$ 154,015.68	\$ 157,029.99
15	\$ 132,871.53	\$ 136,193.87	\$ 139,516.20	\$ 142,838.54	\$ 146,160.88	\$ 149,483.22	\$ 152,805.56	\$ 156,127.90	\$ 159,450.23	\$ 162,772.57	\$ 166,094.91	\$ 169,417.25	\$ 172,739.59
16	\$ 146,160.88	\$ 149,813.25	\$ 153,465.62	\$ 157,140.00	\$ 160,792.37	\$ 164,444.74	\$ 168,097.11	\$ 171,749.49	\$ 175,401.86	\$ 179,054.23	\$ 182,706.60	\$ 186,358.97	\$ 190,011.34
17	\$ 160,792.37	\$ 164,796.78	\$ 168,823.19	\$ 172,849.60	\$ 176,854.01	\$ 180,880.42	\$ 184,906.82	\$ 188,911.23	\$ 192,937.64	\$ 196,964.05	\$ 200,968.46	\$ 204,994.87	\$ 209,021.28
18	\$ 176,854.01	\$ 181,276.46	\$ 185,698.91	\$ 190,121.36	\$ 194,543.81	\$ 198,966.26	\$ 203,388.71	\$ 207,811.16	\$ 212,233.61	\$ 216,656.06	\$ 221,078.51	\$ 225,500.96	\$ 229,923.41

City Council – paid monthly - \$6,000 per year

Mayor – paid monthly - \$10,200 per year

Seasonal / Contracted Employees		
<i>This includes all departments with no exceptions unless otherwise stated and approved by the City Administrator.</i>		
As of 5/7/2025		
Lifeguards / Public Works / Parks / WPCF / Landfill / Recycling Center		<i>The Solid Waste Commission sets rates for Landfill and Recycling Center. As of 06/30/2025, those rates will match the other departments of the City.</i>
Year 1	\$15.00 per hour	
Year 2	\$16.00 per hour	
Customer Service Representative (Beach)		WPCF Contracted (with Certifications) - \$20.00 per hour
Year 1	\$12.00 per hour	
Year 2	\$13.00 per hour	

Position Description Questionnaire (PDQ)

I. BACKGROUND

EMPLOYEE INFORMATION: In this section, you will provide information regarding your name, current job title, your immediate supervisor, etc. This information will help us make sure we refer to the correct job throughout the study

Employee Name

Date Form Completed

Official Job Title

Department

Work Phone (if
applicable

- ☐ Less than 1 year
☐ 1-3 years
☐ 3-5 years
☐ 5-10 years
☐ 10+ years

Time in Current Position

E-mail

Immediate Supervisor

Immediate Supervisor Reports To

Name

Name

Title

Title

II. POSITION INFORMATION

1. POSITION SUMMARY

Please write 1 to 3 sentences that describe the purpose and major duties of your position.

Example: Computer Support Technician

Summary: To operate, maintain and repair computer equipment and to provide technical assistance to users; provide guidance to users on how to fix problems; install equipment and programs; troubleshoot problems by researching potential solutions; and provide input on software and equipment purchases.

2. SUPERVISION AND ORGANIZATIONAL RELATIONSHIPS

a. Supervisory and Lead Worker/Working Supervisor Responsibilities

For each statement in the chart below, if the statement applies to your position, please check the box under the "Yes" column and then indicate the number of employees for which you are responsible for supervising to the right of the statement.

Supervisor/Manager: Officially responsible for regularly directing the work of full-time/part-time employees and has the authority to evaluate performance, sign performance reviews, and reward/discipline. This is different from "lead" worker duties.

Lead Worker/Working Supervisor: Position functions in a "lead" capacity for a group of employees. The Lead Worker/Working Supervisor does not have full formal supervisory authority, however they are responsible for assigning, scheduling, directing daily work assignments, reviewing work, and providing guidance as the most technically skilled member of the work team. In addition to lead worker duties, the position is responsible for performing the same responsibilities as assigned employees.

NOTE: Employees serving as project managers that supervise, coordinate, or lead organizational or cross department/division projects, please describe such duties and responsibilities in Section 3 – Essential Duties.

Yes	Duty	# of Employees
<input type="checkbox"/>	I do not officially supervise other employees (sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc.).	NA
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of other regular employees.	
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of part-time or contract employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for other regular employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for part-time or contract employees.	

3. ESSENTIAL RESPONSIBILITIES

In the table below, please list your essential duties, and the decisions you make in carrying out each duty. Essential Responsibilities describe why your role with exists. Please reference the following guidelines when completing this section:

DO

List responsibilities that make up at least 5% of your time.

Use descriptive action verbs such as – prepares, calculates, operates, etc. to start each statement.

Provide enough detail so that someone outside of the organization and not directly familiar with your job will have a clear understanding of what it is that you do.

Follow the format of what, how and why – “I do this, by doing this, in order to...”

Indicate how often you perform each duty in the “Frequency” column.

Estimate how much of your time is spent on each task in the “Percent of Time” column. The total cannot exceed 100%. *Example: Sally conducts property value estimates 20% of the time, it may mean she spends one day out of five on that task, or that she spends around two hours each day. These need only be estimates so do not spend a great deal of time trying to come up with an exact percentage. The percentages of your essential duties should not exceed 100%, but should account for at least 80% of your time.*

DON'T

Copy and paste language from your current job specification unless it is accurate and reflects current duties and responsibilities.

List specific tasks (e.g., complete weekly project status report).

Use phrases such as “assists with” or “participates in.” If you must use these phrases, provide specific details of what you assist with.

Use acronyms.

Spend a great deal of time trying to come up with an exact percentage in the “Percent of Time” column.

Example

DON'T WRITE “Prepares quality assurance reports”

DO WRITE “Prepares quality assurance reports by summarizing client error reports in order to add to the knowledge- base and identify broader solutions 20% of the time”. This may mean the employee spends one day out of five on that task OR spends around two hours each day.

Essential Duties (What you do and how you do it.)	Decisions Required	Frequency	% of Time
EXAMPLES: (List actual essential duties below examples)			
<i>Prepares monthly newsletters by gathering information, writing copy, editing, and preparing for publication.</i>	<i>Articles to include, editorial changes, graphics, layouts</i>	<i>M</i>	<i>25%</i>
<i>Performs inventory spot checks and monthly counts of supplies in warehouse.</i>	<i>When to check supplies</i>	<i>M</i>	<i>10%</i>
<i>Plans, develops, and manages department policies and programs.</i>	<i>How to plan department activities based on organization goals set forth by higher-level staff</i>	<i>M</i>	<i>20%</i>
1.		Pull down menu options	
2.		Pull down menu options	
3.		Pull down menu options	
4.		Pull down menu options	
5.		Pull down menu options	
6.		Pull down menu options	
7.		Pull down menu options	
8.		Pull down menu options	
9.		Pull down menu options	
10.		Pull down menu options	

4. REQUIRED KNOWLEDGE AND SKILLS

Please list the knowledge and skills required for **entry into your position**, and not what you might necessarily know or be able to do after being in your position for a number of years.

Knowledge: refers to the possession of concepts and information gained through experience, training and/or education and can be measured through testing.

Examples: 1. Basic carpentry, plumbing, and masonry work. 2. Project management. 3. Accounting principles.

Skills: refers to proficiencies that can be demonstrated and are typically manual in nature and/or can be measured through testing.

Examples: 1. Computer proficiency. 2. Communication skills. 3. Report writing.

Knowledge and Skills

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

III. EDUCATION, EXPERIENCE, AND EQUIPMENT

1. EDUCATION

Identify the minimum level of education you believe is needed to satisfactorily perform your job **at entry level**. This may be different from what the organization currently requires and/or from your own level of education.

Position Requires

- ☐ Less than High School Diploma or equivalent (G.E.D.) (ability to read, write, and follow directions)
- ☐ High School Diploma or equivalent (G.E.D.)
- ☐ Up to one year of specialized or technical training beyond high school
- ☐ Associate degree (A.S., A.A.) or two-year technical certificate
- ☐ Bachelor's degree in
- ☐ Master's degree in
- ☐ Other (explain):

- ☐ What field(s) should training or degree be in:

2. EXPERIENCE

Example:

Type of Experience: Professional-level engineer experience

Minimum Time Required: 2 years

Identify the minimum type and years of experience required for entry into your job?	
Type of Experience	Minimum Time Required
	years
	years

	years
--	-------

3. SPECIAL REQUIREMENTS

List any registrations, certifications or licenses that are required for entry into your position. Do not use acronyms.

If no certifications or licenses are required, just leave this section blank. Registration, Certification, or Licenses:

Example:

Certificate of Registration as a professional engineer in the State required at entry or must obtain within 6 months of employment and maintain while employed in the position.

Example:

State Class B Driver's License required at entry and must be maintained while employed in the position.

4. MACHINES, TOOLS AND EQUIPMENT

List any specialized machines, tools, equipment or software used in your work and show the time spent using each.

Do not list common office equipment and software such as Microsoft Office, e-mail applications, copiers, faxes, personal computers, etc.

Machines, Tools, Equipment	Time
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options

IV. DECISION MAKING AND JUDGMENTS

Example 1: Make decisions on the best and most proper way of reporting revenue items, determine if certain practices or procedures are compliant with cash handling policies.

Example 2: Make decisions regarding project timeline, deliverables, and budget compliance.

Describe two decisions and/or judgments you make regularly and independently in the performance of your duties.

1.

2.

When making decisions do you **most often (Check only one):**

- ☐ Routinely check with your supervisor before doing anything other than following standard procedures.
- ☐ Follow standard procedures and established practices to resolve problems using limited discretion.
- ☐ Use some discretion in your daily work and recommend new or revised policies, procedures and standard practices, which may be implemented after being approved by your supervisor.
- ☐ Create and implement new solutions not previously applied

Indicate which of the following types of decisions you make regularly in the course of your work.

- ☐ I plan and schedule the work of others.
- ☐ I set goals and objectives for others.
- ☐ I provide training and instruction to others.
- ☐ I assign work activities to others.
- ☐ I establish standard procedures.
- ☐ I make hiring and promotion decisions.
- ☐ I provide discipline and performance counseling.
- ☐ I provide advice to peers that they must consider carefully before making a decision. (*Example: Purchasing*

Coordinator provides instruction regarding procurement/purchasing processes)

- ☐ I provide information to supervisors/management that they use in making a decision.

V. PHYSICAL REQUIREMENTS

1. PHYSICAL FACTORS

Your answers in this section will not affect how your job is classified.

Check the box that best describes the overall amount of physical effort required to perform your job.

- ☐ **Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.
- ☐ **Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.
- ☐ **Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- ☐ **Heavy Work:** Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.
- ☐ **Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Climbing: Ascending or descending ladders, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.	Pull down menu options	Pull down menu options
Balancing: Maintaining body equilibrium to prevent falling when walking, standing or crouching on narrow, slippery or erratically moving surfaces.	Pull down menu options	Pull down menu options
Stooping: Bending body downward and forward by bending spine at the waist.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Kneeling: Bending legs at knee to come to a rest on knee or knees.	Pull down menu options	Pull down menu options
Crouching: Bending the body downward and forward by bending leg and spine.	Pull down menu options	Pull down menu options
Crawling: Moving about on hands and knees or hands and feet.	Pull down menu options	Pull down menu options
Reaching: Extending hand(s) and arm(s) in any direction.	Pull down menu options	Pull down menu options
Standing: Particularly for sustained periods of time.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Walking: Moving about on foot to accomplish tasks, particularly for long distances.	Pull down menu options	Pull down menu options
Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.	Pull down menu options	Pull down menu options
Pulling: Using upper extremities to exert force in order to draw, drag, haul or tug objects in a sustained motion.	Pull down menu options	Pull down menu options
Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position-to-position.	Pull down menu options	Pull down menu options
Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.	Pull down menu options	Pull down menu options
Grasping: Applying pressure to an object with the fingers or palm.	Pull down menu options	Pull down menu options
Feeling: Perceiving attributes of objects, such as size, shape, temperature or texture by touching the skin, particularly that of fingertips.	Pull down menu options	Pull down menu options
Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.	Pull down menu options	Pull down menu options
Hearing: Ability to receive detailed information through oral communication, and to make fine discriminations in sound, such as when making fine adjustments on machined parts.	Pull down menu options	Pull down menu options
Seeing: The ability to perceive the nature of objects by the eye.	Pull down menu options	Pull down menu options
Repetitive Motions: Substantial repetitive movements (motions) of the wrists, hands, and/or fingers.	Pull down menu options	Pull down menu options

2. WORKING CONDITIONS

Your answers in this section will not affect how your job is classified.

Check the box next to each working condition that you are subject to during the course of your work, and indicate the amount of time you are subject to that condition.

If most of your work is in an office setting, you may select the “Does Not Apply” box below.

☐ Does Not Apply

	Condition	Time
<input type="checkbox"/>	Hazardous physical conditions (mechanical parts, electrical currents, vibration, etc.)	Pull down menu options
<input type="checkbox"/>	Atmospheric Conditions (fumes, odors, dusts, gases, poor ventilation)	Pull down menu options
<input type="checkbox"/>	Hazardous materials (chemicals, blood and other body fluids, etc.)	Pull down menu options
<input type="checkbox"/>	Extreme temperatures	Pull down menu options
<input type="checkbox"/>	Inadequate lighting	Pull down menu options
<input type="checkbox"/>	Work space restricts movement	Pull down menu options
<input type="checkbox"/>	Intense noise	Pull down menu options
<input type="checkbox"/>	Travel	Pull down menu options
<input type="checkbox"/>	Environmental (challenging behaviors, imminent danger, threatening environment)	Pull down menu options

VI. ADDITIONAL COMMENTS

Are there any additional comments you would like to make to be sure you have described your job adequately?

VII. EMPLOYEE, SUPERVISOR, AND DEPARTMENT DIRECTORS SIGNATURES

EMPLOYEE CERTIFICATION

I certify that the above statements and responses are accurate and complete to the best of my knowledge.

Employee Signature:

Date:

IF APPROPRIATE, TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR AND DEPARTMENT DIRECTOR

Use this section to note any additional comments, additional duties or disagreements with any section of the questionnaire. Do not change anything written by the individual filling out the questionnaire and do not address any performance issues. If you disagree with any information provided or believe some information is missing, indicate below the question number and your comments.

Question No.	Comments
--------------	----------

*** Any supervisor or department director comments must be discussed with the employee. ***

SUPERVISOR AND DEPARTMENT DIRECTOR SIGNATURES

Please check the appropriate statement:

- ☐ I agree with the employee's position questionnaire as written.
- ☐ The above modifications have been discussed with the employee, and the employee agrees with these modifications.
- ☐ The above modifications have been discussed with the employee, and the employee disagrees with these modifications.

Supervisor Signature:

Date:

Department Director Signature:

Date:

I have noted the modifications made by my supervisor in the comments section above.

Employee Signature:

Date:

Position Name:	
Department:	
Name of person Requesting analysis	

Reason for request *(please check one)*

- ☐ A new position needs to be created
- ☐ Essential duties of the position have substantially changed
(30% or more of the duties have changed)
- ☐ New responsibilities have been performed for a minimum of 6 months and are
determined to be permanent
- ☐ Other *(please list)* _____

Signature

Date

Please attached a completed Position Description Questionnaire (PDQ) and another other supporting documentation with this submission to HR for review.

Reviewed by:	
Date completed:	
Action taken:	

Signature

Date

Employee Name _____

Department _____ Current Position _____

Type of certification (please check one)

- ☐ Professional (general work in a profession)
- ☐ Operational / Product-specific

Name of Certification received _____

Description of how certification obtained is pertinent to the current position

This certificate is used _____ times a _____

(daily/weekly/monthly/annually)

I understand that my pay will be adjusted _____ (step / grade) due to earning this certification. I understand that it is my responsibility to keep the certification current as necessary. If I let the certification lapse or expire, I understand that I will lose the pay adjustment mentioned above.

Employee Signature

Date

Department Head Signature

Date

HR Director Signature

Date

City Administrator Signature

Date

**Please attach a copy of the certification received with this notice.*

received
6-26-25 330

Item No. I.-4.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #121-2025, Awarding the Contract for Painting the Wave Pool at the Beach Ottumwa

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #121-2025.

DISCUSSION: The Wave Pool at the Beach Ottumwa was last painted in 2019 and needs to be painted again. City Staff mailed plans and specifications to 11 local area paint contractors. 3 bids were received. Bids were opened on June 24, 2025, at 2 pm. The bids were:

1. MP Contractors = \$44,800
2. JT Grooms Construction = \$48,550
3. Ramsey Painting = \$49,000

Staff recommends awarding the contract for painting the wave pool at the Beach Ottumwa to the low bidder, MP Contracting. There was \$40,000 budgeted in the CIP for this project. The additional \$4,800 will be transferred from another CIP project, soccer complex equipment.

Source of Funds: CIP

Budgeted Item:



Budget Amendment Needed: Yes

RESOLUTION # 121-2025

A RESOLUTION TO AWARD THE CONTRACT FOR PAINTING THE WAVE POOL AT THE BEACH
OTTUMWA

WHEREAS, The Wave Pool at the Beach Ottumwa is in need of painting, and;

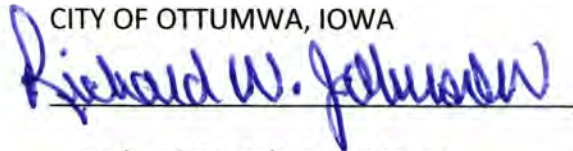
WHEREAS, There is funding in the CIP for this project, and;

WHEREAS, Bids were received on June 24, 2025, and MP Contractors submitted the low bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA
THAT: That the contract for painting the Wave Pool at the Beach Ottumwa is hereby awarded
to MP Contractors.

APPROVED, PASSED, AND ADOPTED, this 1st day of July, 2025.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor



ATTEST:



Christina Reinhard, City Clerk

BID PROPOSAL FORM

**BEACH OTTUMWA WAVE POOL PAINTING
OTTUMWA, IOWA**

June 23, 2025

Ms. Christina Reinhard, City Clerk
City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

Dear Madam,

We the undersigned, doing business as * MP Contractors, LLC
and hereinafter known as the Bidder, have examined the Contract Drawings and Project Manual with related documents and the site of the proposed work, and are familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to enter into an agreement with the City of Ottumwa, Iowa, to furnish all labor, materials, equipment, skills and facilities for the complete construction of **"BEACH OTTUMWA WAVE POOL PAINTING - Ottumwa, Iowa"** within the time set forth herein, all in accordance with the drawings and specifications and addenda thereto, as prepared by the City Engineering Department of Ottumwa, Iowa, excluding State Sales Tax and Local Option Sales Tax for the TOTAL BID PRICE OF:

BASE BID 44,800

- Insert "a corporation", "a partnership", or "an individual" as applicable.

MP Contractors, LLC

Contractor

By **Gillermo Martinez**

Title **Member**

Address **Mailing Address: PO Box 716**

City, State, Zip **Ottumwa, Iowa 52501**

BID PROPOSAL FORM

**BEACH OTTUMWA WAVE POOL PAINTING
OTTUMWA, IOWA**

9-2-25, 2025

Ms. Christina Reinhard, City Clerk
City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

Dear Madam,

We the undersigned, doing business as * JT Grooms Construction
And hereinafter known as the Bidder, have examined the Contract Drawings and Project Manual with related documents and the site of the proposed work, and are familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to enter into an agreement with the City of Ottumwa, Iowa, to furnish all labor, materials, equipment, skills and facilities for the complete construction of **"BEACH OTTUMWA WAVE POOL PAINTING – Ottumwa, Iowa"** within the time set forth herein, all in accordance with the drawings and specifications and addenda thereto, as prepared by the City Engineering Department of Ottumwa, Iowa, excluding State Sales Tax and Local Option Sales Tax for the TOTAL BID PRICE OF:
BASE BID \$ 48,550.00

- Insert "a corporation", "a partnership", or "an individual" as applicable.

Individual

Warranty – 2 year warranty on workmanship and materials required

JT Grooms Construction

Contractor

By J Todd Grooms

Title Owner/Operator

Address 327 Church St

Ottumwa, Ia 52501

City, State, Zip Code

BID PROPOSAL FORM

**BEACH OTTUMWA WAVE POOL PAINTING
OTTUMWA, IOWA**

JUNE 23, 2025

Ms. Christina Reinhard, City Clerk
City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

Dear Madam,

We the undersigned, doing business as * RAMSAY PAINT CONTRACTING LLC, and hereinafter known as the Bidder, have examined the Contract Drawings and Project Manual with related documents and the site of the proposed work, and are familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to enter into an agreement with the City of Ottumwa, Iowa, to furnish all labor, materials, equipment, skills and facilities for the complete construction of **"BEACH OTTUMWA WAVE POOL PAINTING - Ottumwa, Iowa"** within the time set forth herein, all in accordance with the drawings and specifications and addenda thereto, as prepared by the City Engineering Department of Ottumwa, Iowa, excluding State Sales Tax and Local Option Sales Tax for the TOTAL BID PRICE OF:

BASE BID \$ 49000.00

- Insert "a corporation", "a partnership", or "an individual" as applicable.

RAMSAY PAINT
Contractor

By CH 1111

Title OWNER

Address 12621 145th Ave.

City, State, Zip OTTUMWA, IOWA

52501

received
6-26-25 330

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 1, 2025

Finance

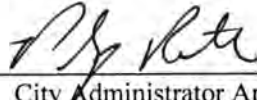
Department

O'Donnell

Prepared By

O'Donnell

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO
SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT,
APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

☐

Public hearing required if this box is checked.

☐

The Print of Publication for each item must be printed in this
Staff Summary. If the Print of Publication is not attached, the item will not
be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 122-2025.

DISCUSSION: The resolution names UMB Bank as the paying agent and registrar for the 2025 CIP loan issuance. As the paying agent, UMB will facilitate the appropriate payments to the lender. UMB currently serves as the paying agent for the City's other debt issuances.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

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6/26/25 330

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 1, 2025

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head


City Administrator Approval

AGENDA TITLE: RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

☐

Public hearing required if this box is checked.

☐

The Print of Participant for each Form/Document must be attached to the Staff Summary - If the Print of Participant is not attached, the document will be rejected for the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 123-2025.

DISCUSSION: The resolution approves the loan agreement for the 2025B CIP loan issuance. Additionally, it provides for the levying of taxes to pay for said note and approves the tax exempt certificate for the loan. As part of the FY 26 budget process, Resolution 30-2025 was adopted authorizing the pre-levy of debt service taxes for this loan.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$550,000 General Obligation Capital Loan Notes, Series 2025B

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

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

July 1, 2025

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Dan Reid, Cara Galloway, Bill Hoffman Jr., Doug McAntire, Keith Caviness

Absent: None

Vacant: N/A

* * * * *

Council Member Galloway introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member Reid seconded the motion to adopt. The roll was called and the vote was,

AYES: Reid, Galloway, Hoffman, McAntire, Caviness

NAYS: _____

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

RESOLUTION NO. 122-2025

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$550,000 General Obligation Capital Loan Notes, Series 2025B, dated July 17, 2025, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

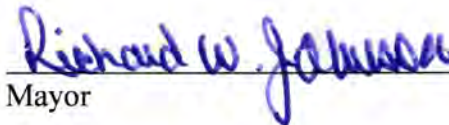
WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$550,000 General Obligation Capital Loan Notes, Series 2025B, dated July 17, 2025.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 1st day of July, 2025.



Mayor

ATTEST:




City Clerk

Council Member Caviness introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Council Member Reid seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Reid, Galloway, Hoffman, McAntire, Caviness

NAYS: _____

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

RESOLUTION NO. 123-2025

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the City is in need of funds to pay costs of equipping the parks department, including equipment for soccer field maintenance, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$550,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$934,570; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above-mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal previously accepted by the City.

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

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

- "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$550,000 General Obligation Capital Loan Notes, Series 2025B, authorized to be issued by this Resolution.
- "Original Purchaser" shall mean Flagstar Public Funding Corp. of Towson, Maryland, as the original purchase of the Notes.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of equipping the parks department, including equipment for soccer field maintenance.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 1. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Ottumwa, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$75,580.08	2025/2026
\$76,235.50	2026/2027
\$73,876.00	2027/2028
\$71,516.50	2028/2029
\$69,157.00	2029/2030
\$66,797.50	2030/2031
\$64,438.00	2031/2032
\$62,078.50	2032/2033
\$59,719.00	2033/2034
\$57,359.50	2034/2035

*A levy in the amount of \$77,000 has been included in the budget previously certified and will be used to pay the principal and interest of the Note coming due in fiscal year 2025/2026 in the amount of \$75,580.08 with any remainder being used to pay debt service in fiscal year 2026/2027.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2025 will be collected during the fiscal year commencing July 1, 2026.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution, which amends the Resolution Authorizing the Issuance of General Obligation Capital Loan Notes, Series 2025, and Levying a Tax for the Payment Thereof dated February 18, 2025, shall be filed with the Auditor of Wapello County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 2. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2025B GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 3. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 4. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2025, 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, 2025, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 5. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$550,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued as single term note and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2025B", be dated July 17, 2025, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2026, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided. Specific amounts of principal and interest due

under the Note will be paid without surrender or presentation and shall be more fully set forth on the debt service schedule attached to the Note.

b) Determination of Taxability. If the Original Purchaser of the Notes receives notice of a "Determination of Taxability" (as hereinafter defined), the rate of interest on the Notes shall be automatically increased, effective as of the "Date of Taxability" (as hereinafter defined) to an annual interest rate equal to 7.00 percent per annum, in which event the debt service schedule required hereunder payable by the Issuer shall be adjusted and supplemented accordingly. In such case, the Issuer agrees also to pay to the Original Purchaser of the Notes forthwith an amount equal to the aggregate difference between (i) the amounts actually paid between the Date of Taxability and the date of receipt of Notice of the Determination of Taxability and (ii) the payments due during such period based upon the increased rate of 7% per annum, together with the amount of interest and penalties, if any, incurred by the holder as a result of such change in taxable status. For the purpose of this Section, a "Determination of Taxability" shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction which holds that either (i) the Notes are not a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Code or (ii) the interest payable on the Notes is includable in the gross income of the holder for federal income tax purposes, if the period, if any, for contest or appeal of such action, ruling or decision by the Issuer or holder has expired without any such contest or appeal having been properly instituted by the holder or the Issuer. The expenses of any such contest shall be paid by the Issuer, and neither the Issuer nor the holder shall be required to contest or appeal any Determination of Taxability. The "Date of Taxability" shall mean that point in time, as specified in the Determination, ruling or decision, that the interest payable on the Notes becomes includable in the gross income of the holder for federal income tax purposes.

c) Notice of Proposed Taxability and Procedure Thereon. No such Determination of Taxability, however, shall be effective unless the Issuer has been given either (a) Notice of the issuance of such statutory notice of deficiency within sixty (60) days of such issuance; or (b) Notice of the issuance of such ruling of the National Office or any District Office of the Internal Revenue Service within three (3) months of such ruling (and if the ruling was requested by the holder, the Issuer received written notice that a ruling would be requested at least thirty (30) days prior to its submission and a copy of the request on or before the date of its submission to the National Office or any District Office of the Internal Revenue Service); or (c) Notice of commencement of any such proceeding in any court of competent jurisdiction (in which proceeding the Issuer shall be allowed to intervene or to assume responsibility for the contest or appeal, or both, in the name of the holder, if necessary in the Issuer's opinion and at the Issuer's expense) within three (3) months of such commencement and before final judgment in such proceeding. The provisions of this Section shall survive payment of the Notes and termination of the Loan Agreement.

d) In the event an investigation or audit is commenced by the Internal Revenue Service questioning the federal income tax exemption of the interest payable on the Notes

or in the event the holder, or the Issuer on behalf of the holder, chooses to contest any statutory notice of deficiency, ruling of the Internal Revenue Service or judgment of a court of competent jurisdiction, the holder, at its election, may increase the rate of interest on the Notes to the level set forth above, and require that the Issuer to pay additional debt service based upon such increased rate pending the final results of such investigation, suit or contest. The additional funds collected as a result of the rate increase shall be placed in escrow by the holder and shall bear interest at a rate no greater than the original rate of interest on the Notes. In the event the contest is resolved in favor of the holder and the Issuer, and the interest on the Notes continues to be exempt from federal income taxation, the funds held in such escrow account shall be returned to the Issuer and shall in no event be used to pay any interest or principal on the Notes. In the event the contest is resolved against the holder and the Issuer and interest payable on the Notes is held to be subject to federal income taxation, the amount on hand in the escrow account shall be applied to the additional debt service then due pursuant to this Section, with any excess returned to the Issuer.

e) The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be issued as a single Term Note, which shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$55,000	4.290%	2026
\$55,000	4.290%	2027
\$55,000	4.290%	2028
\$55,000	4.290%	2029
\$55,000	4.290%	2030
\$55,000	4.290%	2031
\$55,000	4.290%	2032
\$55,000	4.290%	2033
\$55,000	4.290%	2034
\$55,000	4.290%	2035*

*Term Note Final Maturity

f) Redemption.

i. Optional Redemption. Amounts maturing after June 1, 2031, may be called for optional redemption by the Issuer on that date or any principal or interest payment date thereafter, from any funds regardless of source, in whole only. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

Section 6. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon

surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

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

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer. The holder or

registered owner the Note shall not be required to surrender the Note prior to or as a condition of receiving any principal or interest payment thereunder; provided, however, that the holder or registered owner of the Note will surrender the Note in a reasonably prompt time following receipt of all amounts due and owing under the Note in good and indefeasible funds.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 7. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 8. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 9. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 10. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

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

"STATE OF IOWA"
"COUNTY OF WAPELLO"
"CITY OF OTTUMWA"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2025B"
GENERAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: July 17, 2025
"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, without presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2026, and semiannually thereafter on the 1st day of June and December in each year in accordance with the debt service schedule attached as Exhibit A hereto. Principal and interest paid under this Note shall be paid without surrender or presentation by wire transfer in the amounts and on or before the due dates set forth on Exhibit A hereto. Following a Determination of Taxability or a failure to pay the principal and interest within ten (10) days of the regularly scheduled due date, the principal due under this Note shall be subject to additional interest at the Taxable Rate of seven percent (7%) per annum.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa, for the purpose of paying costs of equipping the parks department, including equipment for soccer field maintenance, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan Agreement and Resolution.

Notes maturing after June 1, 2031, may be called for optional redemption by the Issuer and paid before maturity on said date or any principal or interest payment date thereafter, from any funds regardless of source, in whole only and following thirty days prior notice of redemption. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF OTTUMWA, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 12. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 13. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 14. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 15. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 16. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants,

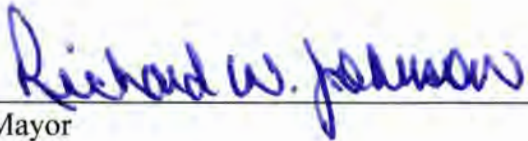
representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 17. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 18. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 19. 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 1st day of July, 2025.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

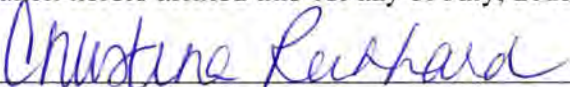
) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 1st day of July, 2025.



City Clerk, City of Ottumwa, State of Iowa

(SEAL)



PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on July 17, 2025 by and between the City of Ottumwa hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$550,000 General Obligation Capital Loan Notes, Series 2025B, dated July 17, 2025 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for

the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT or under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266 Contact: Phone: E-mail:
--------------	---------------------------------------------------------------------------------------------------------------------------------------------------------

If to ISSUER:	City of Ottumwa Chris Reinhard City Clerk 105 East 3 rd Street Ottumwa, Iowa 52501
---------------	-----------------------------------------------------------------------------------------------------------

Contact:
Phone:
E-mail:

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this 1st day of July, 2025.

CITY OF OTTUMWA,
STATE OF IOWA, ISSUER

By: Richard W. Johnson

Mayor

ATTEST:

By: Christine Reinhard

City Clerk



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

By: _____

(Title)

ATTEST:

By: _____

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

4937-3974-2033-1\10981-189

LOAN AGREEMENT

This Loan Agreement is entered into as of the 17th day of July, 2025, by and between the City of Ottumwa, State of Iowa (the "City") acting through its City Council (the "Council") and Flagstar Public Funding Corp. of Towson, Maryland (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$550,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2025B, issued as a single Note in the principal amount of \$550,000 (the "Notes" or the "Note").

2. The loan proceeds shall be used to pay costs of equipping the parks department, including equipment for soccer field maintenance (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2026.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated July 17, 2025, shall bear interest payable June 1, 2026, and semiannually thereafter on the first day of June and December in each year at the rates and mature in the principal amounts set forth in the Resolution hereinafter referred to.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes and that, with the degree of due diligence the Lender deems necessary, the Lender has made its

own investigation and analysis with respect to the City, the Project and the Notes and the security therefore.

(b) The Lender is currently acquiring the Notes for its own account (or that of its consolidated taxpayer group) and not with a view to resale or other distribution thereof and does not presently intend to divide the Notes or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure, with the understanding that the City shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories.

(e) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Notes, and it is capable of and has made its own investigation of the City with its decision to purchase the Notes.

(f) The Lender is currently acquiring the Notes for its own account to be held in its loan portfolio as evidence of an extension of its credit for its loan portfolio and not with a view to resale or for other distribution thereof and does not presently intend to divide the Notes or to resell or to otherwise dispose of all or any portion of the Notes. The Lender acknowledges that if the Note is transferred or sold to another Lender, a letter substantially similar to the form attached to as Exhibit A, and incorporated by reference into this Loan Agreement, shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(g) The Lender has independently evaluated the factors associated with its decision to purchase the Notes. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which it has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from individuals concerning the City, the Project and the Notes, so that it has been able to make its decision to purchase the Notes. The Lender has been furnished with and has examined the Notes, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(h) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Notes.

(i) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledges that the Notes have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes or any interest therein in violation of applicable federal or state law.

(j) Lender has not and will not pay any commission, compensation, or fee to any person or entity in connection with its purchase of the Notes and it is not aware of, and is not purchasing the Notes pursuant to, any form of general solicitation or advertising with respect to the Notes except for the Preliminary Participant Package.

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

8. The City shall provide Lender with a copy of its Audited Financial Statements, within 270 days of fiscal year end, beginning with the fiscal year ending June 30, 2025, unless such statements are available on EMMA, as well as any other reasonably requested financial reports or other information as the Lender may reasonably request.

9. The Lender understand that the City's Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

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

11. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

12. Notice/Contact information:

(a) If to Issuer:

City of Ottumwa
Chris Reinhard
City Clerk
105 East 3rd Street
Ottumwa, Iowa 52501
Contact:
Phone:
E-mail:

(b) If to Lender:

Flagstar Public Funding Corp.
Attn: Senior Managing Director
600 Washington Avenue, Suite 305
Towson, MD 21204
Phone:
E-mail:

13. OFAC, BSA, Patriot Act: If and to the extent applicable, the Issuer agrees to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury. If and to the extent applicable, the Issuer shall provide to the Lender, its assignees, and any parents or affiliates such information as such Lender may require to enable the Lender to comply with its obligations under: (x) the Bank Secrecy Act of 1970, as amended ("BSA"), (y) Title III of the USA Patriot Act, Pub.L. 107-56 (the "Patriot Act"); and/or (z) any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the Office of the Comptroller of the Currency.

14. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement, the Resolution or the Notes shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF OTTUMWA, STATE OF IOWA
(City)

By: Richard W. Johnson
Mayor

ATTEST:

By: Christine Runhard
City Clerk

(SEAL)



FLAGSTAR PUBLIC FUNDING CORP.,
TOWSON, MARYLAND (Lender)

By: _____
(Signature)

(Name)

(Title)

EXHIBIT A

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309

City of Ottumwa, Iowa
Attn: City Clerk
105 East 3rd Street
Ottumwa, Iowa 52501-2904

RE: City of Ottumwa, State of Iowa - \$550,000 General Obligation Capital Loan
Notes, Series 2025B

Ladies and Gentlemen:

The undersigned (the "Holder"), has purchased \$ _____ principal amount of the Notes from Flagstar Public Funding Corp. (the "Original Lender"). In connection with such purchase, the Issuer requires that the Holder make certain representations as to the Holder's willingness to accept the risks of investing in the Notes, the Holder's investigation of such risks and other matters. Accordingly, the Holder represents and warrants to the Issuer and the other addressees hereof as follows:

The Holder has been provided with a copy of the Loan Agreement between the Issuer and Original Lender a copy of which is attached to this Investment Letter and hereby incorporated by reference.

The Holder specifically acknowledges paragraphs 6 through 12 of the Loan Agreement and agrees that all of these paragraphs apply to the Holder in addition to the Original Lender.

The Holder acknowledges that if in the future the Notes are transferred or sold to another investor, a new Investment Letter shall be executed by the transferee.

All representations of the Holder contained herein shall survive the sale and delivery of the Notes to the Holder as representations of fact existing as of the date of execution and delivery of this Investment Letter.

Notwithstanding anything to the contrary herein, the Holder waives any requirement of due diligence and investigation or inquiry on the part of any of the addressees to this Investment Letter.

The above representations are provided solely for the benefit of the addressees of this Investment Letter and may not be relied upon by or furnished to any other person without our prior written consent.

(HOLDER)

By: _____

Print Name: _____

4934-2195-7713-1\10981-189

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Ottumwa, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.26, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2025B, of the City of Ottumwa, State of Iowa, issued as a single Note in the amount of \$550,000, dated July 17, 2025, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$55,000	4.290%*	2026
\$55,000	4.290%	2027
\$55,000	4.290%	2028
\$55,000	4.290%	2029
\$55,000	4.290%	2030
\$55,000	4.290%	2031
\$55,000	4.290%	2032
\$55,000	4.290%	2033
\$55,000	4.290%	2034
\$55,000	4.290%	2035

*Subject to taxability provisions in the Resolution authorizing issuance of the Note

The Note has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Note has been delivered to:

Flagstar Public Funding Corp. of Towson, Maryland

and has been paid for in accordance with the terms of the contract of sale and at a price of \$550,000, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Note, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Note, and that no measure or provision for the authorization or issuance of the Note has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid

promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Note remain in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in the Note.

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

Assessed and taxable value of all taxable property
within the City, except moneys and credits and tax free
lands (Year 2024), according to the last completed State
and County tax lists (100% - Before Rollback) \$1,432,984,785

Total general obligation bonded indebtedness of the
City, including this issue \$ _____

All other general obligation indebtedness, (including
warrants, judgments, contracts of purchase or
lease/purchase, self-insurance or local government risk
pool obligations, loan agreements, and revenue bonds
issued under Code Section 403.9), of the City of any kind \$ _____

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa,
State of Iowa, this 1st day of July, 2025.

Richard W. Johnson
Mayor

Christina Reinhard
City Clerk

Ch. S. O'Connell
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 \$550,000 General Obligation Capital Loan Notes, Series 2025B, of the City dated July 17, 2025, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2025, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this 1st day of July, 2025, 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:

Richard W. Johnson

Richard W. Johnson
(Original Signature)

City Clerk:

Christina Reinhard

Christina Reinhard
(Original Signature)

Finance Director:

Cole O'Donnell

Cole O'Donnell
(Original Signature)

STATE OF IOWA

)

) SS

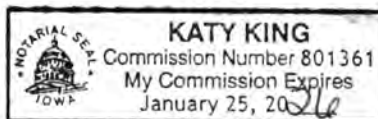
COUNTY OF WAPELLO

)

Subscribed and sworn to before me by Richard W. Johnson, Christina Reinhard and Cole O'Donnell on this 1st day of July, 2025.

Katy King
Notary Public in and for Wapello County,
Iowa

(SEAL)



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 execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") \$550,000 aggregate principal amount of the Issuer's General Obligation Capital Loan Notes, Series 2025B, dated July 17, 2025 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, Flagstar Public Funding Corp., Towson, Maryland, or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this 1st day of July, 2025



Finance Director

(SEAL)



EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

TAX EXEMPTION CERTIFICATE

of

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

\$550,000 General Obligation Capital Loan Notes, Series 2025B

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 is made and entered into on July 17, 2025, 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 \$550,000 General Obligation Capital Loan Notes, Series 2025B (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 \$550,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2025B, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the Loan Agreement as the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "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 paid by the Purchaser of the Bonds. The Issue Price is \$550,000, as set forth in Exhibit A.
- "Issuer" means the City of Ottumwa, a municipal corporation in the County of Wapello, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$27,500.
- "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 equipping the parks department, including equipment for soccer field maintenance as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means Flagstar Public Funding Corp. of Towson, Maryland, 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 July 1, 2025, 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 Bond Purchase Agreement.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.
- (d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for

such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

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

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

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

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

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

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

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

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will

be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

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

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

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds received at Closing are expected to be deposited and expended as follows:

(a) \$17,800.00 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) \$532,200.00 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds;

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of equipping the parks department, including equipment for soccer field maintenance.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

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

Section 2.5 Facts Supporting Temporary Periods for Proceeds

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

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

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

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

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

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

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

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

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

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

Section 2.7 Pertaining to Yields

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

pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

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

(c) The Bond Yield has been computed as not less than 4.283783 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

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

Section 3.2 Rebate Fund

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

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

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

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

Section 3.3 Exceptions to Rebate

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

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

- Eighteen-Month Exception

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

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

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 5%. 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.

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

Section 3.4 Calculation of Rebate Amount

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

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

Section 3.5 Rebate Requirements and the Bond Fund

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

Section 3.6 Investment of the Rebate Fund

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

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

Section 3.7 Payment to the United States

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

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

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

Section 3.8 Records

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

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

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

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

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

Section 3.9 Additional Payments

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

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

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

Section 4.2 Market Price Requirement

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

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

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

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any 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.

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.



A handwritten signature in blue ink, likely belonging to the Finance Director of the City of Ottumwa.

Finance Director, City of Ottumwa, State of
Iowa

EXHIBIT "A"

OTTUMWA, IOWA - \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025B

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of Flagstar Public Funding Corp. of Towson, Maryland, (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. **Purchase of the Bonds.** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$550,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. **Defined Terms.**

a) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Flagstar Public Funding Corp., Towson, Maryland,
as Purchaser

By: _____

Name: _____

Dated: July 17, 2025

4921-2952-6864-1\10981-189

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ► ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
City of Ottumwa, Iowa			
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
105 East Third Street		3	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
Ottumwa, Iowa 52501-2904		07/17/2025	
8 Name of issue		9 CUSIP number	
General Obligation Capital Loan Notes, Series 2025B		NONE	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	
Cole O'Donnell, Director of Finance		641-683-0600	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► Parks Department	18	\$550,000
19a If bonds are TANs or RANs, check only box 19a ► <input type="checkbox"/>		
b If bonds are BANs, check only box 19b ► <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box ► <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2035	\$ 550,000	\$ 550,000	5.372 years	4.283783 %

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

22 Proceeds used for accrued interest	22	-0-
23 Issue price of entire issue (enter amount from line 21, column (b))	23	550,000.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	17,800.00
25 Proceeds used for credit enhancement	25	-0-
26 Proceeds allocated to reasonably required reserve or replacement fund	26	-0-
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	-0-
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	-0-
29 Total (add lines 24 through 28)	29	17,800.00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	532,200.00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	0.0000	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	0.0000	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)		
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

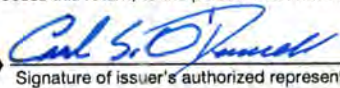
Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- | | | |
|------------|--|-----|
| 35 | | -0- |
| 36a | | -0- |
| 37 | | -0- |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☒
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☒
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

Date

Cole O'Donnell, Director of Finance

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Kristin Billingsley Cooper

Preparer's signature

Date

Check ☐ if self-employed

PTIN

P02001942

Firm's name ► Ahlers & Cooney, P.C.

Firm's EIN ► 42-1323559

Firm's address ► 100 Court Avenue, Suite 600, Des Moines, Iowa 50309

Phone no. 515-243-7611



Item No. I.-7.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 1, 2025

Engineering
Department

Phillip Burgmeier
Prepared By


Department Head


City Administrator Approval

AGENDA TITLE: Resolution #127-2025. Authorizing the Mayor to sign a Surety Release and Agreement to receive payment from State Farm Fire and Casualty Company from a bond on a contractor who did not complete work in the City right-of-way.

☐ **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 #127-2025.

DISCUSSION: A contractor did not restore the right of way as required by city code. They have been contacted multiple times over the last year and no attempts have been made by the contractor to rectify the problem. This matter was discussed with the City Attorney and it was agreed the best course of action was to call their bond.

Written quotes were sent out to five contractors and two quotes were received and copies are attached. Wanner's Excavating provided the lowest quote at \$3,700.00. The Surety Release and Agreement from State Farm Fire and Casualty Company will provide payment of \$3,700.00 to reimburse the City for this work.

Source of Funds: Bond Payout

Budgeted Item: No

Budget Amendment Needed: No

RESOLUTION NO. #127-2025

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
SURETY RELEASE AND AGREEMENT TO RECEIVE PAYMENT
FROM STATE FARM FIRE AND CASUALTY COMPANY

- WHEREAS, This Agreement will allow State Farm Fire and Casualty to pay to the City of Ottumwa the sum of \$3,700.00; and
- WHEREAS, The payment to be received will be from the bond of a contractor who did not complete work in the City of Ottumwa right-of-way; and
- WHEREAS, It is required by State Farm Fire and Casualty Company that the City of Ottumwa sign the Surety Release and Agreement in order to receive the funds.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is hereby authorized to sign the Surety Release and Agreement provided by State Farm Fire and Casualty Company.

APPROVED, PASSED, AND ADOPTED, this 1st day of July, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



State Farm Fire and Casualty Company

Surety Release and Agreement

Claim Number: 15-85D8-32Z

In consideration of the payment of Three thousand seven hundred dollars (\$3,700.00) by State Farm Fire and Casualty Company unto the undersigned, the receipt and sufficiency whereof is hereby acknowledged, the undersigned does hereby release and forever discharge the State Farm Fire and Casualty Company from each and every claim, demand, action, or cause of action, accrued, or to accrue, by reason of, or in any manner growing out of any breach or violation of the terms, conditions, or provisions of Bond executed on behalf of Ryan Goodvin, DBA Goodvin Plumbing under Bond Number 95-CP-A809-5.

As further consideration for said payment, the undersigned does hereby sell, assign, transfer, and set over unto the State Farm Fire and Casualty Company all its rights, claims, demands, actions, or causes of action, accrued or to accrue, against Ryan Goodvin to sue in the name of the undersigned or its own name, to the extent of this payment.

READ BEFORE SIGNING: *This policy may be void if any insured intentionally conceals or misrepresents any fact regarding a loss.*

If you agree with this settlement, please sign, date and return to the address listed above.

The facts on this form regarding my loss are correct.

Obligee's Signature: Richard W. Johnson

Date: 7-1-25

Witnesses: Christina Rasmussen, city clerk

Request for a Written Quotation

Contractor Name: Wanner's Excavations Date: 06-11-25

This Written Quotation is for the following:

Contractor shall provide quote to restore the ROW located at 628 W. 4th St. Contractor shall clean up leftover debris, remove approx. 12 SY of sidewalk, replace 25 SY of 6 ft. wide by 6 in thick sidewalk, furnish, haul and place topsoil, and seed after finished grade. Contractor will be responsible for disposal site and properly disposing of waste material (concrete, excess dirt and debris). All material, labor and equipment necessary to complete the bid items shall be considered incidental to the bid items.

Written quotes shall be returned to the Engineering Department by June 11th, 2025. Construction on project shall begin before the end of June. Contact Scott McCarty at 641-683-0680 with questions.

	Rate	Quantity	Unit	Total
Removals (sidewalk/debris)	<u>600.00</u>	1	LS	<u>600</u>
6" Sidewalk	<u>108.00</u>	25	SY	<u>2700</u>
Topsoil Furnish, Spread	<u>80.00</u>	5	CY	<u>400</u>

Total Estimated Price \$3,700

Chesewanner

Signature and Title

06-11-25

Date

Request for a Written Quotation

Contractor Name: DC Concrete & Const. Date: 6/11/2025

This Written Quotation is for the following:

Contractor shall provide quote to restore the ROW located at 628 W. 4th St. Contractor shall clean up leftover debris, remove approx. 12 SY of sidewalk, replace 25 SY of 6 ft. wide by 6 in thick sidewalk, furnish, haul and place topsoil, and seed after finished grade. Contractor will be responsible for disposal site and properly disposing of waste material (concrete, excess dirt and debris). All material, labor and equipment necessary to complete the bid items shall be considered incidental to the bid items.

Written quotes shall be returned to the Engineering Department by June 11th, 2025. Construction on project shall begin before the end of June. Contact Scott McCarty at 641-683-0680 with questions.

	Rate	Quantity	Unit	Total
Removals (sidewalk/debris)	<u>1,000.00</u>	1	LS	<u>1,000.00</u>
6" Sidewalk	<u>110.00</u>	25	SY	<u>2,750.00</u>
Topsoil Furnish, Spread	<u>200.00</u>	5	CY	<u>1,000.00</u>

Total Estimated Price 4,750.00

Bridget Coffey - Owner
Signature and Title

6/11/2025
Date

RECORD OF WRITTEN QUOTES REQUESTED
4th Street Right-of-Way Repair

DC Concrete & Construction	dcconstruction.ia@gmail.com	
Glosser Construction	glosserconstruction@gmail.com	
McClure & Co. Concrete	mcclure4m@gmail.com	
Wanner's Excavating	wannersexcavating@gmail.com	
Cremer Concrete	cremerconcrete@hotmail.com	

Request for a Written Quotation

Contractor Name: _____ Date: _____

This Written Quotation is for the following:

Contractor shall provide quote to restore the ROW located at 628 W. 4th St. Contractor shall clean up leftover debris, remove approx. 12 SY of sidewalk, replace 25 SY of 6 ft. wide by 6 in thick sidewalk, furnish, haul and place topsoil, and seed after finished grade . Contractor will be responsible for disposal site and properly disposing of waste material (concrete, excess dirt and debris). All material, labor and equipment necessary to complete the bid items shall be considered incidental to the bid items.

Written quotes shall be returned to the Engineering Department by June 11th, 2025. Construction on project shall begin before the end of June. Contact Scott McCarty at 641-683-0680 with questions.

	Rate	Quantity	Unit	Total
Removals (sidewalk/debris)	_____	1	LS	_____
6" Sidewalk	_____	25	SY	_____
Topsoil Furnish, Spread	_____	5	CY	_____

Total Estimated Price _____

Signature and Title

Date

received
6-26-25 330

Item No. I.-8.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 1, 2025

Engineering Department
Department

Phillip Burgmeier
Prepared By

Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #128-2025. Authorizing the Mayor to execute one (1) permanent Sewer Easement for 508 Meadow Street for Construction of Public Improvements for the Blake's Branch, Phase 8 Division 3, Sewer Separation 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 #128-2025.

DISCUSSION: In order to construct and maintain parts of the Phase 8 Division 3 storm and sanitary collection system, the attached easement is required. Staff met and worked with this property owner explaining in detail the planned improvements. The sewer easement is perpetual and will run with the land to allow for future maintenance and upkeep of the utility infrastructure.

The permanent Sewer Easement will be filed and recorded at the Wapello County Recorder's Office.

Source of Funds: SRF

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #128-2025

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ONE (1) PERMANENT SEWER EASEMENT FOR 508 MEADOW STREET FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR THE BLAKE'S BRANCH, PHASE 8 DIVISION 3, SEWER SEPARATION PROJECT

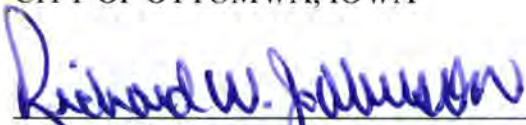
WHEREAS, The project includes the installation of new sewer lines; and,

WHEREAS, This resolution will authorize the Mayor to sign the Sewer Easement with the property owner for construction of the public improvements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the permanent Sewer Easement for the Construction of Public Improvements of the Blake's Branch, Phase 8 Division 3, Sewer Separation Project.

APPROVED, PASSED, AND ADOPTED, this 1st day of July, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**SEWER EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501 (Phone 641-683-0680)

Return Document to:

City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501

Name of Grantor:

Michael and Garnetta Dittrich

Name of Grantee

City of Ottumwa, Iowa

Legal Description:

See Exhibit "A"

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **MICHAEL AND GARNETTA DITTRICH**, (collectively, the "Grantor"), in consideration of the sum of **One Thousand Eighty Dollars (\$1,080.00)**, and other valuable consideration, in hand paid by the City of Ottumwa, Iowa, a municipal corporation in the County of Wapello, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City to install and maintain a sanitary sewer together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, successors, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration. Provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.
9. Ten Year Right to Renegotiate. City hereby gives notice of the ten-year right of Grantor to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Page and Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed the 25th day of June, 2025.

PROPERTY OWNER:

By: *Michael Dittrich*
MICHAEL DITTRICH

By: *Garnetta Dittrich*
GARNETTA DITTRICH

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF WAPELLO) SS

On this 25th day of June, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Dittrich and Garnetta Dittrich to me personally known, or X proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL(S)
☐ CORPORATE
Title(s) of Corporate Officer(s):

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s),
☐ ADMINISTRATOR(s),
☐ or TRUSTEE(s)
☐ GUARDIAN(s)
☐ or CONSERVATOR(s)
☐ OTHER:

(NOTARY SEAL) _____



(Sign in ink) *Alicia L. Bankson*
(Print/type name) Alicia L. Bankson
Notary Public in and for the State of Iowa

Signed the 2nd day of July, 2025.

CITY OF OTTUMWA, IOWA

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

Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

WAPELLO COUNTY

On this 2nd day of July, 2025 before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson and Chris Reinhard, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 128-2025 Adopted by the City Council on the 1st day of July, 2025, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Katy King
Notary Public in and for Wapello County, Iowa

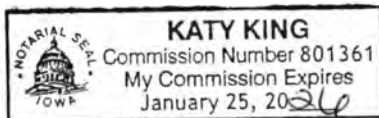


Exhibit "A"

Beginning at the Southwest corner of Lot 17 in J.M McElroys Addition to the City of Ottumwa, Iowa; thence East along the south line of Lot 17, 134.75 feet, thence south 16 feet, thence West along the north line of lots 50, 51 and 52 in Norris Subdivision to the east Right of Way of Meadow Street, thence north 16 feet to the Point of Beginning.

received
10-26-25 1240

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 1, 2025

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 129-2025 - A Resolution Approving the Second Amendment of Lease Agreement Between the City of Ottumwa and the Iowa Department of Administrative Services for the CASA Program.

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 129-2025, approving said Lease Agreement and authorizing the Mayor to sign.

DISCUSSION: This lease is a renewal lease on the behalf of and for the benefit of the Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA Program. The program has been operating out of rooms 300 and 301 at City Hall. The lease would continue operations from September 1, 2025 through August 31, 2027. The second amendment to the lease agreement is attached with this summary.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION NO. 129-2025

RESOLUTION APPROVING THE SECOND AMENDMENT OF LEASE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES FOR THE CASA PROGRAM

WHEREAS, the City of Ottumwa renewed an Agreement with the Iowa Department of Administrative Services on or around April 6, 2021 for the lease of office space in the City Hall building located at 105 East Third Street; and

WHEREAS, that lease was amended on or around October 30, 2023 due to the remodeling of City Hall which forced the removal of the occupants; and

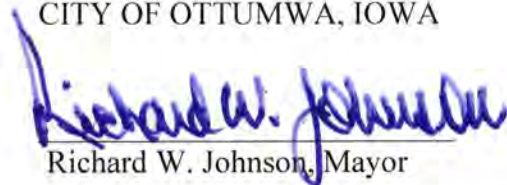
WHEREAS, that amended lease is set to expire on August 31, 2025 and both parties desire to amend the lease for an additional two year period for the benefit of the Child Advocacy Board and the CASA Program; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the proposed Lease Agreement between the City of Ottumwa, Iowa and the Iowa Department of Administrative Services is hereby approved.


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

APPROVED, PASSED AND ADOPTED, this 1st day of July, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT (the "2nd Amendment") by and between **City of Ottumwa** (Landlord), whose address for the purpose of this Lease is City Hall, 105 East Third Street, Ottumwa, Iowa 52501, and the **Iowa Department of Administrative Services** on behalf of and for the benefit of the **Iowa Department of Health and Human Services, Compliance Division, Child Advocacy Board** (Tenant), whose address for the purpose of this Lease is 109 SE 13th Street, Des Moines, Iowa 50319.

WITNESSETH:

WHEREAS, the Landlord and Tenant have previously executed that certain lease agreement dated April 9, 2021 (the "Lease") and the First Amendment to the lease agreement dated the 7th of November, 2023 (the "1st Amendment"), pursuant to the terms of which Tenant has leased approximately, **932** Square Feet (Rentable Area or Leasable Space) of office space located at City Hall, Room 300 and 301, 105 East Third Street, Ottumwa, Iowa 52501 (Leased Premises).

WHEREAS, the Landlord and Tenant have agreed to make certain modifications to the lease:

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective, September 1, 2025, the parties agree as follows:

SECTION 3. TERM OF LEASE – The term of the Lease shall be extended for an additional two (2) year period. As a result of this amendment, the Lease will now expire on August 31, 2027 (the "Extension Period").

Except as modified by the terms of this 2nd Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

LANDLORD:

City of Ottumwa

By: Richard W. Johnson

Date: 7-1-25

Printed name: Richard W. Johnson

Title: Mayor

TENANT:

State of Iowa – Iowa Department of Administrative Services on behalf of the Iowa Department of Health and Human Services, Compliance Division, Child Advocacy Board

By: _____

Date: _____

Printed name: Charlee Cross

Title: COO, General Services Enterprise

Approved as to content and form:

Iowa Department of Health and Human Services

By: _____

Date: _____

Printed name: _____

Title _____