



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 22  
Bridge View Center, 102 Church St.

June 18, 2024  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member McAntire, Caviness, Bossou, Galloway, Hoffman and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 20 on June 4, 2024 as presented.
  2. Acknowledge and approve June 18, 2024 Claims List as submitted by the Finance Department.
  3. Acknowledge May 2024 financial statement as submitted by the Finance Department.
  4. Recommend appointment of Steven Propp to the Ottumwa Water Works Board of Trustees, term to expire 7/22/2026 due to a vacancy; appointment of Kayla McConnell to the Zoning Board of Adjustment, term to expire 12/12/27 due to a vacancy; re-appointment of Xavier Wilson to the Ottumwa Water Works Board of Trustees, term to expire 7/22/2030 and re-appointment of LeAnn Lemberger to the Board of Library Trustees, term to expire 7/1/2030.
  5. Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Iowa 2011, LLC d/b/a U.S. Smoke Shop #1 (610 Church St.).
  6. Purchase of Combined Sewer Overflow samplers from Onsite in the amount of \$24,465 for WPCF.
  7. Resolution No. 148-2024, approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for the Fiscal Year ending June 30, 2025.
  8. Cigarette Permit Applications for: Ross Tobacco Shop, LLC (129 E. Second); Yesway #1012 (2508 N. Court St.), Yesway #1013 (534 Church St.), Yesway #1014 (502 W. Second St.), Yesway #1030 (1317 E. Mary St.), US Smoke Shop No. 2 (510 N. Hancock).
  9. Beer and/or liquor applications for: Morgan's Corner Bar & Grill, 436 W. Second St.; Morgan's Corner Bar & Grill, temporary outdoor service area on 7/6/2024; Morgan's Corner Bar & Grill, temporary outdoor service area on 7/25/2024; Hy-Vee Ottumwa – Area Greater Ottumwa Partners in Progress, temporary outdoor service area at Jimmy Jones Shelter 6/28-6/29/24; 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 on the proposal to lease certain real

property at the Ottumwa/Wapello County landfill, locally known as 13277 165<sup>th</sup> Ave, to Vespene Energy, Inc.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 146-2024, approving and authorizing execution of a Landfill Gas License Agreement and Land Lease Agreement by and between Vespene Energy, Inc. and the City of Ottumwa, Iowa for certain real property at the Ottumwa/Wapello County landfill locally known as 13277 165<sup>th</sup> Ave.

RECOMMENDATION: Pass and adopt Resolution No. 146-2024.

G. ORDINANCES:

- 1. Ordinance No. 3226-2024, amending the Municipal Code of the City of Ottumwa, Iowa by amending Sections 2-233 & 2-234 for the Purpose of Revising the City's Purchasing Policies and Procedures.

RECOMMENDATION: Pass the Second Consideration of Ordinance No. 3226-2024.

- 2. Ordinance No. 3227-2024, amending Sec. 20-4(g), Inspection Board of Review, of the Code of Ordinances of the City of Ottumwa, Iowa for the purpose of revising the terms for the Inspection Board of Review.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3227-2024.

- 3. Ordinance No. 3228-2024, amending Sec. 11-2, Board Membership, Term, of the Code of Ordinances of the City of Ottumwa, Iowa for the purpose of revision the terms for the Board of Cemetery Trustees.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3228-2024.

- 4. Ordinance No. 3229-2024, amending Sec. 8-2, Airport Advisory Board; Powers and Duties, of the Code of Ordinances of the City of Ottumwa, Iowa for the purpose of revising the terms for Airport Advisory Board Members.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3229-2024.

- 5. Ordinance No. 3230-2024, amending various provisions of Article VI, Boards, Commissions and Committees, of the Code of Ordinances of the City of Ottumwa, Iowa for the purpose of revising the number and terms for City Board and Commission Members.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3230-2024.

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

I. RESOLUTIONS:

- 1. Resolution No. 139-2024, removing special assessments applied to Parcel No. 00741-641-0008-000, a Vacant Lot on S. Adella Street on the following Resolution Numbers: 1-2010, 13-2011, 252-2013, 291-2014, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021, and 41-2023, totaling \$4,715 plus interest and administrative charges fro 2010-2023.

RECOMMENDATION: Pass and adopt Resolution No. 139-2024.

2. Resolution No. 140-2024, approving a Release of Mortgage and Promissory Note for 1436 Mowrey and authorizing the Mayor to sign.

RECOMMENDATION: Pass and adopt Resolution No. 140-2024.

3. Resolution No. 141-2024, approving changes to the Compensation Handbook.

RECOMMENDATION: Pass and adopt Resolution No. 141-2024.

4. Resolution No. 142-2024, approving distribution of Preliminary Official Statement for \$6,860,000 General Obligation Capital Loan Notes, Series 2024.

RECOMMENDATION: Pass and adopt Resolution No. 142-2024.

5. Resolution No. 143-2024, approving an Agreement with Greater Ottumwa Partners in Progress (GOPIP) for Provision of Economic Development Services.

RECOMMENDATION: Pass and adopt Resolution No. 143-2024.

6. Resolution No. 144-2024, authorizing Fourth Amendment to Amended and Substituted Lease by and between the City of Ottumwa and National Railroad Passenger Corporation a/k/a AMTRAK.

RECOMMENDATION: Pass and adopt Resolution No. 144-2024.

7. Resolution No. 145-2024, approving Fireworks Display Agreement with J&M Displays, Inc. for fireworks show during RAGBRAI on July 25, 2024

RECOMMENDATION: Pass and adopt Resolution No. 145-2024.

8. Resolution No. 147-2024, approving an agreement with McMahon Associates, Inc. for Professional Consulting Services.

RECOMMENDATION: Pass and adopt Resolution No. 147-2024.

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



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**FAX COVER SHEET**

City of Ottumwa

DATE: 6/14/2024 TIME: 11:00 AM NO. OF PAGES 4  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #22 to be held on 6/18/2024 at 5:30 P.M. and Bridge View Center, 102 Church Street.

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

June 4, 2024  
5:30 O'Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Galloway, Hoffman, McAntire, Caviness, Bossou, and Mayor Johnson.

Caviness moved, seconded by Hoffman to approve consent agenda items: Mins. from Regular Mtg. No. 19 on May 21, 2024 as presented; Ack. and approve June 4, 2024 Claims List submitted by Finance; Ack. Feb., March and April 2024 financial stmts. submitted by Finance; Civil Service Eligibility List for May 29, 2024: Accounting Specialist Entrance; Approve purchase of 2024 John Deere Wheeled Excavator from Murphy Tractor & Equip. \$299,450 for PW Street Dept.; Approve purchase of Stainless Steel Screw Conveyor for Head Works Bar Screen \$9,972 for WPCF; Cigarette Permit Applications for: Walgreens #1301 (327 W. 4<sup>th</sup> St.); Dollar General #7179 (721 N. Quincy Ave.), Dollar General #2898 (921 E. Main St.); Dollar General #24713 (1235 Hutchinson Ave.); Fine Liquor & Tobacco (821 B Albia Rd.), Iowa Liquor & Tobacco (1021 E. Main St.); US Smoke Shop No. 1 (610 Church St.); Beer and/or liquor applications for: Applebee's, 1303 Vaughn Dr.; Jade Palace, 1404 Sherwood; Mike's Pizza & Steakhouse, 2517 Northgate; all applications pending final inspections. All ayes.

Caviness moved, seconded by McAntire to approve agenda as presented. All ayes.

City Admin. Rath introduced members of Bridge View Center, Inc. for presentation of check to the City of Ottumwa for \$130,000.

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

Caviness moved, seconded by Galloway to pass the first consideration of Ord. No. 3226-2024, amending Municipal Code of the City of Ottumwa by amending Sections 2-233 & 2-234 for the Purpose of Revising the City's Purchasing Policies and Procedures. Finance Dir. O'Donnell presented. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 119-2024, approving an Amended and Restated Mgmt. Agt. with VenuWorks of Ottumwa, LLC for Mgmt. of Bridge View Center, and auth. Mayor to sign, be passed and adopted. Rath, HR Cook, RVP-Eastern US VenuWorks and Scott Hallgren, Ex. Dir. BVC all presented. Galloway expressed concerns over the two five yr. renewal options. Motion carried 4-1. Ayes: Hoffman, McAntire, Caviness, Bossou. Nays: Galloway.

Hoffman moved, seconded by McAntire that Res. No. 129-2024, approval of Collective Bargaining Agt. between City of Ottumwa and Teamsters Local 238, representing PW, Parks, Airport and Cemetery employees, commencing July 1, 2024 and continuing through June 30, 2026, be passed and adopted. HR Dir. Codjoe reported. All ayes.

Caviness moved, seconded by Galloway that Res. No. 130-2024, approval of Collective Bargaining Agt. between City of Ottumwa and Teamsters Local 238, representing Municipal employees, commencing July 1, 2024 and continuing through June 30, 2026, be passed and adopted. All ayes.

Caviness moved, seconded by Galloway that Res. No. 131-2024, approval of Collective Bargaining Agt. between City of Ottumwa and Ottumwa Assoc. of Prof. Firefighters Local 395, representing City Fire

Dept. employees, commencing July 1, 2024 and continuing through June 30, 2028, be passed and adopted. All ayes.

Caviness moved, seconded by Galloway that Res. No. 132-2024, adopting Financial Policies for City of Ottumwa, be passed and adopted. O'Donnell reported. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 133-2024, awarding Bio-Solids Hauling Contract for WPCF, be passed and adopted. WPCF Superintendent, Lloyd, presented. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 134-2024, approving purchase of 2024 Chevrolet Silverado 1500 4WD pick-up from McGrath Chevrolet for \$45,770.43, be passed and adopted. PW Dir. & City Engineer Burgmeier reported purchase is for Engineering Dept. All ayes.

Caviness moved, seconded by Galloway that Res. No. 135-2024, approving Elm St. Lift Station Pump Replacement, Ph. 1 project for WPCF, be passed and adopted. All ayes.

Caviness moved, seconded by Bossou that Res. No. 136-2024, fixing date for public hearing on proposal to lease certain real property at Ottumwa/Wapello County landfill, 13277 165<sup>th</sup> Ave., to Vespene Energy, Inc., and providing for publication of notice thereof, be passed and adopted. Comm. Dev. Dir. Simonson reported. All ayes.

Caviness moved, seconded by Galloway that Res. No. 137-2024, approving Agt. between the City and JCG Land Services for Easement and ROW acquisitions for Mary St. Reconstruction Project, be passed and adopted. All ayes.


Caviness moved, seconded by Hoffman that Res. No. 138-2024, approving updates to Iowa Transportation Alternatives Program (TAP) Grant for the Oxbow Lagoon Link Trail, be passed and adopted. All ayes.

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

There being no further business, Caviness moved, seconded by Galloway that the mtg. adjourn. All ayes.

Adjournment was at 6:38 P.M.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 6/13/2024.



BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION      | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION   | TRANSACTION AMOUNT |
|--|----------------|--------------------------|-----------------|--------------|-------------|-----------------------|--------------------|
| 01110  | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061901-042 | 05/08/2024   | -           | 3445                  | 270.00             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061901-043 | 05/22/2024   | -           | 3445                  | 579.60             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061901-044 | 05/29/2024   | -           | 3445                  | 86.35              |
| CHECK TOTAL FOR CHECK NUMBER 221032 DATED 06/19/2024 WRITTEN TO 01304 ALL ROADS TRUCK & TRAILERfor the amount of |                |                          |                 |              |             |                       | 935.95             |
| 01670  | 67088406727    | OTHER CAPITAL EQUIP      | VR 24061904-001 | 05/16/2024   | -           | 604779                | 20634.00           |
| 01670  | 67088406331    | VHCL MTCE SUPPLIES       | VR 24061904-002 | 05/29/2024   | -           | 604779                | 233.86             |
| CHECK TOTAL FOR CHECK NUMBER 221033 DATED 06/19/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of            |                |                          |                 |              |             |                       | 20867.86           |
| 01001  | 00144456502    | CONCESSION - RESALE      | VR 24061904-003 | 05/30/2024   | -           | 31910231              | 116.96             |
| 01001  | 00144306503    | MERCHANDISE - RESALE     | VR 24061904-004 | 06/06/2024   | -           | 11969180              | 58.48              |
| CHECK TOTAL FOR CHECK NUMBER 221034 DATED 06/19/2024 WRITTEN TO 02592 AMERICAN BOTTLING COMPANYfor the amount of |                |                          |                 |              |             |                       | 175.44             |
| 01176  | 17655406413    | PAYMENTS TO OTHER ENTITY | VR 24061905-001 | 12/31/2022   | -           | 20-CVN-062 DEC 2022   | 1489.37            |
| 01176  | 17655406413    | PAYMENTS TO OTHER ENTITY | VR 24061905-002 | 02/29/2024   | -           | 20-CVN-062 FEB 2024   | 53.44              |
| 01176  | 17655406413    | PAYMENTS TO OTHER ENTITY | VR 24061905-003 | 04/30/2024   | -           | 20-CVN-062 APRIL 2024 | 1282.56            |
| 01176  | 17655406413    | PAYMENTS TO OTHER ENTITY | VR 24061905-004 | 05/31/2024   | -           | 20-CVN-062 MAY 2024   | 1347.02            |
| CHECK TOTAL FOR CHECK NUMBER 221035 DATED 06/19/2024 WRITTEN TO 05368 AREA 15 REGIONAL PLANNINGfor the amount of |                |                          |                 |              |             |                       | 4172.39            |
| 01610  | 61088156230    | TRAINING                 | VR 24061904-005 | 06/06/2024   | -           | IDPH LICENSING        | 54.00              |
| CHECK TOTAL FOR CHECK NUMBER 221036 DATED 06/19/2024 WRITTEN TO 05586 MIKE ASHLOCK for the amount of             |                |                          |                 |              |             |                       | 54.00              |
| 01001  | 00144456502    | CONCESSION - RESALE      | VR 24061904-007 | 05/31/2024   | -           | 795631                | 498.04             |
| 01001  | 00144456502    | CONCESSION - RESALE      | VR 24061904-006 | 06/07/2024   | -           | 795631                | 628.87             |
| 01001  | 00144456502    | CONCESSION - RESALE      | VR 24061906-001 | 06/12/2024   | -           | 795631                | 812.77             |
| CHECK TOTAL FOR CHECK NUMBER 221037 DATED 06/19/2024 WRITTEN TO 05681 ATLANTIC BOTTLING COMPANYfor the amount of |                |                          |                 |              |             |                       | 1939.68            |
| 01001  | 00144306320    | GROUPS MAINT & REPAIR    | VR 24061904-009 | 05/02/2024   | -           | 107242                | 70.00              |
| 01002  | 00222206320    | RAMP MAINT & REPAIR      | VR 24061904-008 | 05/02/2024   | -           | 107242                | 60.00              |
| CHECK TOTAL FOR CHECK NUMBER 221038 DATED 06/19/2024 WRITTEN TO 05700 ATOMIC TERMITE & PEST for the amount of    |                |                          |                 |              |             |                       | 130.00             |
| 01110  | 11022986504    | TOOLS & SMALL EQUIP      | VR 24061903-040 | 05/02/2024   | -           | 000248088             | 13.50              |
| CHECK TOTAL FOR CHECK NUMBER 221039 DATED 06/19/2024 WRITTEN TO 05860 AUTOZONE INC for the amount of             |                |                          |                 |              |             |                       | 13.50              |
| 01001  | 00111106506    | OFFICE SUPPLIES          | VR 24061901-001 | 05/01/2024   | -           | 010443                | 22.16              |
| 01001  | 00111106506    | OFFICE SUPPLIES          | VR 24061901-002 | 05/01/2024   | -           | 010443                | 8.40               |
| 01001  | 00111106506    | OFFICE SUPPLIES          | VR 24061901-003 | 05/06/2024   | -           | 010443                | 131.42             |
| 01001  | 00144306507    | OPERATING SUPPLIES       | VR 24061901-004 | 05/02/2024   | -           | 010443                | 14.70              |
| 01001  | 00144306506    | OFFICE SUPPLIES          | VR 24061901-005 | 05/13/2024   | -           | 010443                | 65.68              |
| 01610  | 61088156506    | OFFICE SUPPLIES          | VR 24061901-006 | 05/13/2024   | -           | 010443                | 130.20             |
| 01001  | 00166106506    | OFFICE SUPPLIES          | VR 24061901-007 | 05/07/2024   | -           | 010443                | 55.92              |
| 01001  | 00122606506    | OFFICE SUPPLIES          | VR 24061901-008 | 05/09/2024   | -           | 010443                | 39.08              |
| 01001  | 00111106506    | OFFICE SUPPLIES          | VR 24061901-009 | 05/10/2024   | -           | 010443                | 19.50              |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION         | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| 01001  | 00144306506    | OFFICE SUPPLIES             | VR 24061901-010 | 05/15/2024   | -           | 010443              | 16.50              |
| 01001  | 00111506506    | OFFICE SUPPLIES             | VR 24061901-011 | 05/16/2024   | -           | 010443              | 12.95              |
| 01610  | 61088156506    | OFFICE SUPPLIES             | VR 24061901-012 | 05/17/2024   | -           | 010443              | 148.11             |
| 01001  | 00111106506    | OFFICE SUPPLIES             | VR 24061901-013 | 05/20/2024   | -           | 010443              | 10.00              |
| 01001  | 00144306506    | OFFICE SUPPLIES             | VR 24061901-014 | 05/23/2024   | -           | 010443              | 18.99              |
| 01001  | 00144456506    | OFFICE SUPPLIES             | VR 24061901-015 | 05/29/2024   | -           | 010443              | 3.06               |
| 01001  | 00144306506    | OFFICE SUPPLIES             | VR 24061901-016 | 05/30/2024   | -           | 010443              | 6.96               |
| CHECK TOTAL FOR CHECK NUMBER 221040 DATED 06/19/2024 WRITTEN TO 06478 BAILEY OFFICE EQUIPMENT for the amount of  |                |                             |                 |              |             |                     | 703.63             |
| 01001  | 00144306496    | REFUNDS                     | VR 24061904-010 | 06/04/2024   | -           | DAMAGE DEPOSIT      | 100.00             |
| CHECK TOTAL FOR CHECK NUMBER 221041 DATED 06/19/2024 WRITTEN TO 06738 TAMMIE BAINBRIDGE for the amount of        |                |                             |                 |              |             |                     | 100.00             |
| 01001  | 00144306496    | REFUNDS                     | VR 24061904-011 | 06/04/2024   | -           | CANCELLATION        | 65.00              |
| CHECK TOTAL FOR CHECK NUMBER 221042 DATED 06/19/2024 WRITTEN TO 07925 JOY BENSON for the amount of               |                |                             |                 |              |             |                     | 65.00              |
| 01001  | 00166256490    | OTHER PROF SERV             | VR 24061904-012 | 05/31/2024   | -           | 773400-000E         | 3000.00            |
| CHECK TOTAL FOR CHECK NUMBER 221043 DATED 06/19/2024 WRITTEN TO 07950 BERENS-TATE CONSULTING for the amount of   |                |                             |                 |              |             |                     | 3000.00            |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061904-013    | 05/23/2024   | -           | 133040              | 84.99              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-035    | 06/03/2024   | -           | 133040              | 50.00              |
| CHECK TOTAL FOR CHECK NUMBER 221044 DATED 06/19/2024 WRITTEN TO 09352 BLACKSTONE PUBLISHING for the amount of    |                |                             |                 |              |             |                     | 134.99             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-017 | 05/03/2024   | -           | OTTCIT              | 159.00             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-018 | 05/03/2024   | -           | OTTCIT              | 102.82             |
| 01110  | 11022976331    | VHCL MTCE SUPPLIES          | VR 24061901-019 | 05/31/2024   | -           | OTTCIT              | 450.97             |
| CHECK TOTAL FOR CHECK NUMBER 221045 DATED 06/19/2024 WRITTEN TO 09360 BLACK'S TIRE COMPANY LLC for the amount of |                |                             |                 |              |             |                     | 712.79             |
| 01137  | 13711556373    | TELEPHONE/IT                | VR 24061904-014 | 05/31/2024   | -           | LEGAL NOTICE        | 31.13              |
| CHECK TOTAL FOR CHECK NUMBER 221046 DATED 06/19/2024 WRITTEN TO 09515 BLOOMFIELD COMMUNICATIONSfor the amount of |                |                             |                 |              |             |                     | 31.13              |
| 01001  | 00144306496    | REFUNDS                     | VR 24061904-015 | 06/04/2024   | -           | DAMAGE DEPOSIT      | 100.00             |
| CHECK TOTAL FOR CHECK NUMBER 221047 DATED 06/19/2024 WRITTEN TO 10699 DICK BOYD for the amount of                |                |                             |                 |              |             |                     | 100.00             |
| 01001  | 00122906499    | REFUSE HAULING              | VR 24061904-016 | 06/18/2024   | -           | PICK UP 5/24        | 155680.71          |
| 01001  | 00122906490    | OTHER PROF SERV             | VR 24061904-017 | 06/18/2024   | -           | TAGS 5/24           | 3258.95            |
| CHECK TOTAL FOR CHECK NUMBER 221048 DATED 06/19/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of |                |                             |                 |              |             |                     | 158939.66          |
| 01137  | 13711556230    | TRAINING                    | VR 24061904-018 | 05/23/2024   | -           | 00000474            | 475.80             |
| 01129  | 12966606230    | TRAINING                    | VR 24061907-023 | 05/22/2024   | -           | 00000045            | 799.27             |

BATCH NUMBER CHKX

| CASH CODE   | ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|---|----------------|-----------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221049 DATED 06/19/2024 WRITTEN TO 11506 BRIDGE VIEW CENTER for the amount of        |                |                       |                 |              |             |                     | 1275.07            |
| 01001   | 00144306480    | TREE TRIMMING         | VR 24061904-028 | 05/27/2024   | -           | OTTUMWA PARK        | 350.00             |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-027 | 05/28/2024   | -           | VACANT LOT          | 350.00             |
| 01001   | 00144306480    | TREE TRIMMING         | VR 24061904-026 | 05/28/2024   | -           | MEMORIAL PARK       | 50.00              |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-033 | 05/29/2024   | -           | 1942 MAPLE BEACON   | 100.00             |
| 01001   | 00144306480    | TREE TRIMMING         | VR 24061904-032 | 05/29/2024   | -           | CENTRAL PARK        | 50.00              |
| 01001   | 00144306480    | TREE TRIMMING         | VR 24061904-031 | 05/29/2024   | -           | FOSTER PARK         | 100.00             |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-030 | 05/31/2024   | -           | 501 CENTRAL         | 350.00             |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-025 | 05/30/2024   | -           | 1135 GURLEY         | 650.00             |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-029 | 06/01/2024   | -           | 413 EVERGREEN       | 50.00              |
| 01001   | 00144306480    | TREE TRIMMING         | VR 24061904-024 | 06/03/2024   | -           | MEMORIAL PARK       | 150.00             |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-023 | 06/03/2024   | -           | 1041 JEFFERSON      | 400.00             |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-022 | 06/04/2024   | -           | 752 JEFFERSON       | 400.00             |
| 01001   | 00144306480    | TREE TRIMMING         | VR 24061904-021 | 06/04/2024   | -           | WILDWOOD            | 100.00             |
| 01110   | 11022756480    | TREE TRIMMING         | VR 24061904-019 | 06/07/2024   | -           | 426 HAMILTON        | 900.00             |
| 01001   | 00144306480    | TREE TRIMMING         | VR 24061904-020 | 06/08/2024   | -           | CAMPGROUND          | 150.00             |
| CHECK TOTAL FOR CHECK NUMBER 221050 DATED 06/19/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of           |                |                       |                 |              |             |                     | 4150.00            |
| 01001   | 00166256436    | BANK ANALYSIS FEES    | VR 24061903-014 | 05/25/2024   | -           | 2333372             | 2.55               |
| 01131   | 13122806331    | VHCL MTCE SUPPLIES    | VR 24061903-002 | 01/31/2024   | -           | 2333372             | 175.00             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061903-003 | 04/03/2024   | -           | 2333372             | 177.65             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061903-004 | 04/18/2024   | -           | 2333372             | 121.35             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061903-001 | 05/01/2024   | -           | 2333372             | 112.76             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061903-005 | 05/08/2024   | -           | 2333372             | 500.00             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061903-006 | 05/08/2024   | -           | 2333372             | 606.00             |
| 01670   | 67088406331    | VHCL MTCE SUPPLIES    | VR 24061903-007 | 05/09/2024   | -           | 2333372             | 93.67              |
| 01670   | 67088406331    | VHCL MTCE SUPPLIES    | VR 24061903-008 | 05/10/2024   | -           | 2333372             | 17.26              |
| 01310   | 31022816723    | HEAVY MOTORIZED EQUIP | VR 24061903-009 | 05/14/2024   | -           | 2333372             | 361.35             |
| 01001   | 00144306331    | VHCL MTCE SUPPLIES    | VR 24061903-011 | 05/15/2024   | -           | 2333372             | 64.28              |
| 01001   | 00144306331    | VHCL MTCE SUPPLIES    | VR 24061903-010 | 05/16/2024   | -           | 2333372             | 305.22             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061903-012 | 05/22/2024   | -           | 2333372             | 52.70              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061903-013 | 05/23/2024   | -           | 2333372             | 9.40               |
| CHECK TOTAL FOR CHECK NUMBER 221051 DATED 06/19/2024 WRITTEN TO 13577 CNH INDUSTRIAL ACCOUNTS for the amount of   |                |                       |                 |              |             |                     | 2599.19            |
| 01135   | 13544506497    | REIMBURSEMENT         | VR 24061904-034 | 05/31/2024   | -           | MAY 2024            | 18.76              |
| CHECK TOTAL FOR CHECK NUMBER 221052 DATED 06/19/2024 WRITTEN TO 13642 SAMANTHA CAIN for the amount of             |                |                       |                 |              |             |                     | 18.76              |
| 01110   | 11022126407    | ENGINEERING           | VR 24061904-035 | 05/24/2024   | -           | BRIDGE INSPECTION   | 1112.50            |
| CHECK TOTAL FOR CHECK NUMBER 221053 DATED 06/19/2024 WRITTEN TO 13646 CALHOUN-BURNS & ASSOC INC for the amount of |                |                       |                 |              |             |                     | 1112.50            |
| 01670   | 67088406531    | STREET MAINT SUPPLIES | VR 24061907-001 | 05/09/2024   | -           | LANDFILL            | 2848.78            |
| 01670   | 67088406531    | STREET MAINT SUPPLIES | VR 24061907-002 | 05/13/2024   | -           | LANDFILL            | 2883.87            |
| 01670   | 67088406531    | STREET MAINT SUPPLIES | VR 24061907-003 | 05/14/2024   | -           | LANDFILL            | 1622.78            |
| 01670   | 67088406531    | STREET MAINT SUPPLIES | VR 24061907-004 | 05/30/2024   | -           | LANDFILL            | 1645.94            |
| 01670   | 67088406531    | STREET MAINT SUPPLIES | VR 24061907-005 | 05/31/2024   | -           | LANDFILL            | 2769.70            |

BATCH NUMBER CHKX

| CASH CODE   | ACCOUNT NUMBER | ACCOUNT DESCRIPTION         | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|---|----------------|-----------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| 01670   | 67088406531    | STREET MAINT SUPPLIES       | VR 24061907-006 | 06/03/2024   | -           | LANDFILL            | 1595.90            |
| 01670   | 67088406531    | STREET MAINT SUPPLIES       | VR 24061907-022 | 06/05/2024   | -           | LANDFILL            | 1605.55            |
| CHECK TOTAL FOR CHECK NUMBER 221054 DATED 06/19/2024 WRITTEN TO 14239 CANTERA AGGREGATES LLC for the amount of    |                |                             |                 |              |             |                     | 14972.52           |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-030 | 05/14/2024   | -           | 6836017             | 12.25              |
| 01610   | 61088156507    | OPERATING SUPPLIES          | VR 24061901-020 | 05/01/2024   | -           | 6836017             | 7.40               |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-021 | 05/01/2024   | -           | 6836017             | 92.52              |
| 01110   | 11022986599    | OTHER SUPPLIES              | VR 24061901-022 | 05/03/2024   | -           | 6836017             | 40.86              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-023 | 05/09/2024   | -           | 6836017             | 69.20              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-024 | 05/09/2024   | -           | 6836017             | 115.75             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-025 | 05/09/2024   | -           | 6836017             | 1.50               |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-026 | 05/09/2024   | -           | 6836017             | 121.40             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-027 | 05/14/2024   | -           | 6836017             | 9.40               |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-028 | 05/14/2024   | -           | 6836017             | 135.80             |
| 01610   | 61088176504    | TOOLS & SMALL EQUIP         | VR 24061901-029 | 05/14/2024   | -           | 6836017             | 16.31              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-031 | 05/17/2024   | -           | 6836017             | 21.53              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-032 | 05/20/2024   | -           | 6836017             | -21.53             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-033 | 05/20/2024   | -           | 6836017             | 53.69              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-034 | 05/24/2024   | -           | 6836017             | -53.69             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-035 | 05/28/2024   | -           | 6836017             | 6.96               |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061901-036 | 05/28/2024   | -           | 6836017             | 8.25               |
| CHECK TOTAL FOR CHECK NUMBER 221055 DATED 06/19/2024 WRITTEN TO 15000 CARQUEST AUTO for the amount of             |                |                             |                 |              |             |                     | 637.60             |
| 01110   | 11022106531    | STREET MAINT SUPPLIES       | VR 24061903-015 | 05/03/2024   | -           | OTTCIT              | 140.00             |
| 01110   | 11022106531    | STREET MAINT SUPPLIES       | VR 24061903-016 | 05/09/2024   | -           | OTTCIT              | 31.03              |
| 01110   | 11022106504    | TOOLS & SMALL EQUIP         | VR 24061903-017 | 05/15/2024   | -           | OTTCIT              | 325.00             |
| 01110   | 11022106504    | TOOLS & SMALL EQUIP         | VR 24061903-018 | 05/22/2024   | -           | OTTCIT              | 261.98             |
| 01610   | 61088176531    | STREET MAINT SUPPLIES       | VR 24061903-019 | 05/29/2024   | -           | OTTCIT              | 170.00             |
| 01110   | 11022426504    | TOOLS & SMALL EQUIP         | VR 24061903-020 | 05/29/2024   | -           | OTTCIT              | 150.50             |
| 01110   | 11022106504    | TOOLS & SMALL EQUIP         | VR 24061903-021 | 05/30/2024   | -           | OTTCIT              | 72.80              |
| 01110   | 11022706504    | TOOLS & SMALL EQUIP         | VR 24061903-022 | 05/30/2024   | -           | OTTCIT              | 243.31             |
| 01110   | 11022106531    | STREET MAINT SUPPLIES       | VR 24061903-023 | 05/31/2024   | -           | OTTCIT              | 58.80              |
| 01110   | 11022106531    | STREET MAINT SUPPLIES       | VR 24061903-024 | 05/31/2024   | -           | OTTCIT              | 16.90              |
| CHECK TOTAL FOR CHECK NUMBER 221056 DATED 06/19/2024 WRITTEN TO 15600 CARROLL DISTRIBUTING for the amount of      |                |                             |                 |              |             |                     | 1470.32            |
| 01110   | 11022986599    | OTHER SUPPLIES              | VR 24061904-036 | 05/29/2024   | -           | ITEM 6066           | 175.25             |
| CHECK TOTAL FOR CHECK NUMBER 221057 DATED 06/19/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of    |                |                             |                 |              |             |                     | 175.25             |
| 01503   | 5031141        | CASH INVESTED PASSBK SVNGVR | 24061904-037    | 05/31/2024   | -           | PERPETUAL CARE      | 1600.00            |
| CHECK TOTAL FOR CHECK NUMBER 221058 DATED 06/19/2024 WRITTEN TO 17825 CITY OF OTTUMWA, CEMETERY for the amount of |                |                             |                 |              |             |                     | 1600.00            |
| 01001   | 00111506240    | TRAVEL & CONFERENCE         | VR 24061904-038 | 05/06/2024   | -           | REIMBURSEMENT       | 652.42             |
| CHECK TOTAL FOR CHECK NUMBER 221059 DATED 06/19/2024 WRITTEN TO 22012 DAVID CRONIN for the amount of              |                |                             |                 |              |             |                     | 652.42             |
| 01860   | 86066656412    | WELLNESS PROGRAM            | VR 24061904-039 | 06/01/2024   | -           | 04292               | 1714.14            |



BATCH NUMBER CHKX

| CASH CODE   | ACCOUNT NUMBER | ACCOUNT DESCRIPTION         | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION   | TRANSACTION AMOUNT |
|---|----------------|-----------------------------|-----------------|--------------|-------------|-----------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221060 DATED 06/19/2024 WRITTEN TO 22274 CURALINC, LLC for the amount of             |                |                             |                 |              |             |                       | 1714.14            |
| 01610   | 61088156499    | CONTRACTUAL SERVICES        | VR 24061909-001 | 06/05/2024   | -           | RICHMOND PUMP STATION | 80512.50           |
| 01110   | 11022106499    | CONTRACTUAL SERVICES        | VR 24061909-002 | 06/11/2024   | -           | ADAMS STREET          | 4000.00            |
| CHECK TOTAL FOR CHECK NUMBER 221061 DATED 06/19/2024 WRITTEN TO 22457 DC CONCRETE & CONST. LLC for the amount of  |                |                             |                 |              |             |                       | 84512.50           |
| 01860   | 86066656599    | OTHER SUPPLIES              | VR 24061904-040 | 06/10/2024   | -           | 2ND QUARTER           | 986.73             |
| CHECK TOTAL FOR CHECK NUMBER 221062 DATED 06/19/2024 WRITTEN TO 24322 DEPT. OF THE TREASURY for the amount of     |                |                             |                 |              |             |                       | 986.73             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061904-042 | 05/16/2024   | -           | C010448               | 266.84             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061904-041 | 05/30/2024   | -           | C010448               | 2719.45            |
| CHECK TOTAL FOR CHECK NUMBER 221063 DATED 06/19/2024 WRITTEN TO 24840 DIAMOND MOWERS INC for the amount of        |                |                             |                 |              |             |                       | 2986.29            |
| 01670   | 67088406499    | CONTRACTUAL SERVICES        | VR 24061905-015 | 06/01/2024   | -           | LEACHATE              | 16500.00           |
| CHECK TOTAL FOR CHECK NUMBER 221064 DATED 06/19/2024 WRITTEN TO 26640 ECOSYSTEMS INC for the amount of            |                |                             |                 |              |             |                       | 16500.00           |
| 01110   | 11022986599    | OTHER SUPPLIES              | VR 24061904-044 | 05/28/2024   | -           | 210048                | 94.47              |
| 01001   | 00166506310    | BUILDING MAINTENANCE REPAVR | VR 24061904-043 | 06/04/2024   | -           | 210048                | 182.78             |
| 01610   | 61088156504    | TOOLS & SMALL EQUIP         | VR 24061908-010 | 06/06/2024   | -           | 210048                | 134.10             |
| CHECK TOTAL FOR CHECK NUMBER 221065 DATED 06/19/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of   |                |                             |                 |              |             |                       | 411.35             |
| 01750   | 75044406333    | VHCL-FUEL                   | VR 24061908-004 | 05/17/2024   | -           | 35654                 | 1300.39            |
| 01750   | 75044406335    | IOWA FUEL TAX               | VR 24061908-005 | 05/17/2024   | -           | 35654                 | 121.95             |
| 01610   | 61088156333    | VHCL-FUEL                   | VR 24061905-009 | 05/07/2024   | -           | 30399                 | 215.35             |
| 01610   | 61088156335    | IOWA FUEL TAX               | VR 24061905-010 | 05/07/2024   | -           | 30399                 | 20.07              |
| 01610   | 61088156333    | VHCL-FUEL                   | VR 24061905-011 | 05/07/2024   | -           | 30399                 | 420.92             |
| 01670   | 67088406333    | VHCL-FUEL                   | VR 24061905-012 | 05/08/2024   | -           | 30397                 | 2096.95            |
| 01673   | 67388436333    | VHCL-FUEL                   | VR 24061905-005 | 05/24/2024   | -           | 61094                 | 583.47             |
| 01750   | 75044406333    | VHCL-FUEL                   | VR 24061908-006 | 05/30/2024   | -           | 35654                 | 1234.99            |
| 01750   | 75044406335    | IOWA FUEL TAX               | VR 24061908-007 | 05/30/2024   | -           | 35654                 | 120.33             |
| 01750   | 75044406333    | VHCL-FUEL                   | VR 24061908-001 | 05/03/2024   | -           | 35654                 | 398.85             |
| 01750   | 75044406335    | IOWA FUEL TAX               | VR 24061908-002 | 05/03/2024   | -           | 35654                 | 1004.54            |
| 01750   | 75044406335    | IOWA FUEL TAX               | VR 24061908-003 | 05/03/2024   | -           | 35654                 | 93.33              |
| 01670   | 67088406333    | VHCL-FUEL                   | VR 24061905-013 | 05/17/2024   | -           | 30397                 | 1644.61            |
| 01131   | 13122806333    | VHCL-FUEL                   | VR 24061905-007 | 05/29/2024   | -           | 30396                 | 258.87             |
| 01131   | 13122806335    | IOWA FUEL TAX               | VR 24061905-008 | 05/29/2024   | -           | 30396                 | 32.16              |
| 01131   | 13122806333    | VHCL-FUEL                   | VR 24061905-006 | 05/29/2024   | -           | 30396                 | 1824.80            |
| 01670   | 67088406333    | VHCL-FUEL                   | VR 24061905-014 | 05/31/2024   | -           | 30397                 | 1543.64            |
| CHECK TOTAL FOR CHECK NUMBER 221066 DATED 06/19/2024 WRITTEN TO 27272 ELLIOTT BULK SERVICES LLC for the amount of |                |                             |                 |              |             |                       | 12915.22           |
| 01001   | 00144306335    | IOWA FUEL TAX               | VR 24061908-032 | 05/31/2024   | -           | 15018                 | 1.10               |
| 01001   | 00144306333    | VHCL-FUEL                   | VR 24061908-033 | 05/31/2024   | -           | 15018                 | 10.61              |
| 01001   | 00111106335    | IOWA FUEL TAX               | VR 24061908-024 | 05/22/2024   | -           | 15018                 | 2.79               |
| 01001   | 00111106333    | VHCL-FUEL                   | VR 24061908-025 | 05/22/2024   | -           | 15018                 | 27.21              |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION  | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|----------------------|-----------------|--------------|-------------|---------------------|--------------------|
| 01001  | 00111106335    | IOWA FUEL TAX        | VR 24061908-026 | 05/22/2024   | -           | 15018               | 4.30               |
| 01001  | 00111106333    | VHCL-FUEL            | VR 24061908-027 | 05/22/2024   | -           | 15018               | 42.03              |
| 01001  | 00111506333    | VHCL-FUEL            | VR 24061908-030 | 05/29/2024   | -           | 15018               | 29.08              |
| 01001  | 00111506335    | IOWA FUEL TAX        | VR 24061908-031 | 05/29/2024   | -           | 15018               | 2.36               |
| 01001  | 00111506333    | VHCL-FUEL            | VR 24061908-034 | 06/03/2024   | -           | 15018               | 22.43              |
| 01001  | 00111506335    | IOWA FUEL TAX        | VR 24061908-035 | 06/03/2024   | -           | 15018               | 1.84               |
| 01001  | 00111506333    | VHCL-FUEL            | VR 24061908-036 | 06/04/2024   | -           | 15018               | 12.98              |
| 01001  | 00111506335    | IOWA FUEL TAX        | VR 24061908-037 | 06/04/2024   | -           | 15018               | 1.41               |
| 01001  | 00111506335    | IOWA FUEL TAX        | VR 24061908-038 | 06/05/2024   | -           | 15018               | 1.79               |
| 01001  | 00111506333    | VHCL-FUEL            | VR 24061908-039 | 06/05/2024   | -           | 15018               | 21.88              |
| 01135  | 13544506335    | IOWA FUEL TAX        | VR 24061907-007 | 05/06/2024   | -           | 11702               | 3.21               |
| 01135  | 13544506333    | VHCL-FUEL            | VR 24061907-008 | 05/06/2024   | -           | 11702               | 32.19              |
| 01135  | 13544506335    | IOWA FUEL TAX        | VR 24061907-009 | 05/06/2024   | -           | 11702               | 2.70               |
| 01135  | 13544506333    | VHCL-FUEL            | VR 24061907-010 | 05/06/2024   | -           | 11702               | 27.30              |
| 01135  | 13544506335    | IOWA FUEL TAX        | VR 24061907-011 | 05/15/2024   | -           | 11702               | 2.37               |
| 01135  | 13544506333    | VHCL-FUEL            | VR 24061907-012 | 05/15/2024   | -           | 11702               | 23.39              |
| 01001  | 00144306335    | IOWA FUEL TAX        | VR 24061908-028 | 05/22/2024   | -           | 15018               | 3.54               |
| 01001  | 00144306333    | VHCL-FUEL            | VR 24061908-029 | 05/22/2024   | -           | 15018               | 43.09              |
| CHECK TOTAL FOR CHECK NUMBER 221068 DATED 06/19/2024 WRITTEN TO 27280 ELLIOTT OIL COMPANY for the amount of      |                |                      |                 |              |             |                     | 319.60             |
| 01173  | 17344136540    | PROGRAM SUPPLIES     | VR 24061904-045 | 05/03/2024   | -           | JULY 2              | 550.00             |
| CHECK TOTAL FOR CHECK NUMBER 221069 DATED 06/19/2024 WRITTEN TO 27633 ENTERTAINMENT GROUP LLC for the amount of  |                |                      |                 |              |             |                     | 550.00             |
| 01610  | 61088176331    | VHCL MTCE SUPPLIES   | VR 24061904-046 | 05/14/2024   | -           | CITY OF OTTUMWA     | 3742.92            |
| CHECK TOTAL FOR CHECK NUMBER 221070 DATED 06/19/2024 WRITTEN TO 27784 ENVIRONMENTAL PRODUCTS & for the amount of |                |                      |                 |              |             |                     | 3742.92            |
| 01610  | 61088156512    | LAB SUPPLIES         | VR 24061904-047 | 05/20/2024   | -           | C411801             | 2828.57            |
| CHECK TOTAL FOR CHECK NUMBER 221071 DATED 06/19/2024 WRITTEN TO 27787 ENVIRONMENTAL RESOURCES for the amount of  |                |                      |                 |              |             |                     | 2828.57            |
| 01131  | 13122806415    | RENTS & LEASES       | VR 24061904-048 | 05/31/2024   | -           | 54.7 HOURS 5/24     | 2735.00            |
| CHECK TOTAL FOR CHECK NUMBER 221072 DATED 06/19/2024 WRITTEN TO 27823 ERHARDT, CLAYTON for the amount of         |                |                      |                 |              |             |                     | 2735.00            |
| 01001  | 00111906490    | OTHER PROF SERV      | VR 24061904-049 | 06/06/2024   | -           | 3367                | 1509.68            |
| CHECK TOTAL FOR CHECK NUMBER 221073 DATED 06/19/2024 WRITTEN TO 29090 FAMILY ANIMAL CARE for the amount of       |                |                      |                 |              |             |                     | 1509.68            |
| 01110  | 11022986599    | OTHER SUPPLIES       | VR 24061904-050 | 05/23/2024   | -           | 00359706            | 550.00             |
| CHECK TOTAL FOR CHECK NUMBER 221074 DATED 06/19/2024 WRITTEN TO 29270 FARMERS COOP ASSOCIATION for the amount of |                |                      |                 |              |             |                     | 550.00             |
| 01110  | 11022976507    | OPERATING SUPPLIES   | VR 24061905-017 | 05/22/2024   | -           | IAOTT0059           | 114.96             |
| 01001  | 00144306532    | SUSTENANCE SUPPLIES  | VR 24061905-016 | 06/03/2024   | -           | IAOTT0059           | 104.85             |
| CHECK TOTAL FOR CHECK NUMBER 221075 DATED 06/19/2024 WRITTEN TO 29300 FASTENAL COMPANY for the amount of         |                |                      |                 |              |             |                     | 219.81             |
| 01309  | 30977276799    | CAPITAL IMPROVEMENTS | VR 24061905-018 | 05/20/2024   | -           | 00009360            | 27000.00           |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION     | TRANSACTION AMOUNT |
|--|----------------|-----------------------|-----------------|--------------|-------------|-------------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221076 DATED 06/19/2024 WRITTEN TO 31686 GAMETIME for the amount of                 |                |                       |                 |              |             |                         | 27000.00           |
| 01001  | 00111106532    | SUSTENANCE SUPPLIES   | VR 24061905-019 | 05/28/2024   | -           | ANNUAL ALLOWANCE        | 71.60              |
| 01001  | 00111106532    | SUSTENANCE SUPPLIES   | VR 24061905-020 | 06/03/2024   | -           | ANNUAL ALLOWANCE        | 128.40             |
| CHECK TOTAL FOR CHECK NUMBER 221077 DATED 06/19/2024 WRITTEN TO 33397 BRANDON GRAVETT for the amount of          |                |                       |                 |              |             |                         | 200.00             |
| 01001  | 00166106499    | CONTRACTUAL SERVICES  | VR 24061905-021 | 06/04/2024   | -           | Q4 CONTRACT FEES        | 10000.00           |
| CHECK TOTAL FOR CHECK NUMBER 221078 DATED 06/19/2024 WRITTEN TO 33648 GREATER OTTUMWA PARTNERS for the amount of |                |                       |                 |              |             |                         | 10000.00           |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061901-045 | 04/26/2024   | -           | X10835                  | 144.16             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061901-046 | 05/13/2024   | -           | X10835                  | 396.18             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061901-047 | 05/14/2024   | -           | X10835                  | 25.46              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061901-048 | 05/16/2024   | -           | X10835                  | 182.22             |
| CHECK TOTAL FOR CHECK NUMBER 221079 DATED 06/19/2024 WRITTEN TO 33653 GREGG YOUNG AUTOMOTIVE for the amount of   |                |                       |                 |              |             |                         | 748.02             |
| 01001  | 00144306496    | REFUNDS               | VR 24061905-022 | 06/10/2024   | -           | DAMAGE DEPOSIT          | 100.00             |
| CHECK TOTAL FOR CHECK NUMBER 221080 DATED 06/19/2024 WRITTEN TO 33858 KEVIN GUERRA for the amount of             |                |                       |                 |              |             |                         | 100.00             |
| 01001  | 00144306532    | SUSTENANCE SUPPLIES   | VR 24061907-013 | 06/08/2024   | -           | SAFETY ALLOWANCE        | 28.98              |
| CHECK TOTAL FOR CHECK NUMBER 221081 DATED 06/19/2024 WRITTEN TO 35291 HANK HARPER for the amount of              |                |                       |                 |              |             |                         | 28.98              |
| 01001  | 00133406496    | REFUNDS               | VR 24061905-023 | 06/10/2024   | -           | 129 E COURT             | 195.00             |
| CHECK TOTAL FOR CHECK NUMBER 221082 DATED 06/19/2024 WRITTEN TO 35430 HARRISON MORELAND WEBBER for the amount of |                |                       |                 |              |             |                         | 195.00             |
| 01131  | 13122806415    | RENTS & LEASES        | VR 24061905-024 | 06/04/2024   | -           | .8 HOURS MAY 24         | 40.00              |
| CHECK TOTAL FOR CHECK NUMBER 221083 DATED 06/19/2024 WRITTEN TO 36301 HEARTLAND AVIATION for the amount of       |                |                       |                 |              |             |                         | 40.00              |
| 01001  | 00111906490    | OTHER PROF SERV       | VR 24061905-025 | 05/31/2024   | -           | REIMBURSE FOR ASSESSMEN | 525.00             |
| CHECK TOTAL FOR CHECK NUMBER 221084 DATED 06/19/2024 WRITTEN TO 36302 HEARTLAND HUMANE SOCIETY for the amount of |                |                       |                 |              |             |                         | 525.00             |
| 01125  | 12555666495    | TIF PAYMENTS          | VR 24061905-026 | 05/22/2024   | -           | PROPERTY TAX            | 10889.98           |
| CHECK TOTAL FOR CHECK NUMBER 221085 DATED 06/19/2024 WRITTEN TO 37431 HIGHLAND DEVELOPMENT for the amount of     |                |                       |                 |              |             |                         | 10889.98           |
| 01151  | 15155606498    | REIMBURSEMENT         | VR 24061907-014 | 06/10/2024   | -           | 500 W MAIN              | 7500.00            |
| CHECK TOTAL FOR CHECK NUMBER 221086 DATED 06/19/2024 WRITTEN TO 38196 HOPKINS PROPERTIES, LLC for the amount of  |                |                       |                 |              |             |                         | 7500.00            |
| 01670  | 67088406310    | BUILDING MAINT REPAIR | VR 24061905-027 | 05/25/2024   | -           | LANDFILL                | 30.00              |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION         | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221087 DATED 06/19/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of     |                |                             |                 |              |             |                     | 30.00              |
| 01001  | 00122606725    | OFFICE EQUIPMENT            | VR 24061905-028 | 06/03/2024   | -           | 106844              | 325.67             |
| CHECK TOTAL FOR CHECK NUMBER 221088 DATED 06/19/2024 WRITTEN TO 42091 INFOMAX for the amount of                  |                |                             |                 |              |             |                     | 325.67             |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061905-035    | 05/23/2024   | -           | 20U2012             | 262.06             |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061905-032    | 05/29/2024   | -           | 20U2012             | 479.04             |
| 01173  | 17344136501    | LIBRARY MATERIALS           | VR 24061905-033 | 05/29/2024   | -           | 20U2012             | 76.51              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061905-031    | 05/30/2024   | -           | 20U2012             | 42.77              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061905-034    | 05/30/2024   | -           | 20U2012             | 31.01              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061905-029    | 05/31/2024   | -           | 20U2012             | 119.35             |
| 01173  | 17344136501    | LIBRARY MATERIALS           | VR 24061905-030 | 05/31/2024   | -           | 20U2012             | 15.52              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-040    | 06/04/2024   | -           | 20U2012             | 273.97             |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-042    | 06/05/2024   | -           | 20U2012             | 120.41             |
| 01173  | 17344136501    | LIBRARY MATERIALS           | VR 24061906-043 | 06/05/2024   | -           | 20U2012             | 10.79              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-037    | 06/07/2024   | -           | 20U2012             | 358.94             |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-036    | 06/07/2024   | -           | 20U2012             | 784.77             |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-038    | 06/07/2024   | -           | 20U2012             | 20.97              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-039    | 06/09/2024   | -           | 20U2012             | 31.76              |
| 01173  | 17344136520    | LIBRARY MAT.-JAMES ESTATEVR | 24061906-041    | 06/11/2024   | -           | 20U2012             | 106.45             |
| CHECK TOTAL FOR CHECK NUMBER 221089 DATED 06/19/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of  |                |                             |                 |              |             |                     | 2734.32            |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES          | VR 24061905-036 | 05/08/2024   | -           | 2056                | 708.75             |
| CHECK TOTAL FOR CHECK NUMBER 221090 DATED 06/19/2024 WRITTEN TO 43265 INTERSTATE BATTERY for the amount of       |                |                             |                 |              |             |                     | 708.75             |
| 01001  | 00133406499    | CONTRACTUAL SERVICES        | VR 24061905-037 | 05/15/2024   | -           | USAGE ON 5-13-24    | 11.40              |
| 01001  | 00133406499    | CONTRACTUAL SERVICES        | VR 24061905-038 | 05/31/2024   | -           | USAGE ON 5/22-5/29  | 119.70             |
| CHECK TOTAL FOR CHECK NUMBER 221091 DATED 06/19/2024 WRITTEN TO 43476 IOWA INTERNATIONAL for the amount of       |                |                             |                 |              |             |                     | 131.10             |
| 01110  | 11022986599    | OTHER SUPPLIES              | VR 24061905-039 | 04/20/2023   | -           | 579197              | 80.28              |
| 01110  | 11022106531    | STREET MAINT SUPPLIES       | VR 24061905-040 | 05/23/2024   | -           | OIL EMULSION        | 2100.00            |
| 01110  | 11022406531    | STREET MAINT SUPPLIES       | VR 24061908-040 | 06/07/2024   | -           | SI 602847           | 378.56             |
| CHECK TOTAL FOR CHECK NUMBER 221092 DATED 06/19/2024 WRITTEN TO 43506 IOWA DEPT TRANSPORTATION for the amount of |                |                             |                 |              |             |                     | 2558.84            |
| 01670  | 67088406210    | DUES & MEMBERSHIPS          | VR 24061905-044 | 06/18/2024   | -           | PILCHER             | 24.00              |
| 01670  | 67088406210    | DUES & MEMBERSHIPS          | VR 24061905-043 | 06/18/2024   | -           | ROBERTS             | 24.00              |
| 01670  | 67088406210    | DUES & MEMBERSHIPS          | VR 24061905-041 | 06/18/2024   | -           | GLICK               | 24.00              |
| 01670  | 67088406210    | DUES & MEMBERSHIPS          | VR 24061905-042 | 06/18/2024   | -           | CREECH              | 24.00              |
| 01670  | 67088406210    | DUES & MEMBERSHIPS          | VR 24061905-045 | 06/18/2024   | -           | KOONTZ              | 24.00              |
| CHECK TOTAL FOR CHECK NUMBER 221093 DATED 06/19/2024 WRITTEN TO 43534 IOWA DEPT NATURAL RESOURCfor the amount of |                |                             |                 |              |             |                     | 120.00             |
| 01301  | 30177346499    | CONTRACTUAL SERVICES        | VR 24061905-046 | 05/29/2024   | -           | MARY ST R200709     | 5529.75            |



BATCH NUMBER CHKX

| CASH CODE   | ACCOUNT NUMBER | ACCOUNT DESCRIPTION  | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|---|----------------|----------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221094 DATED 06/19/2024 WRITTEN TO 45044 JEO CONSULTING GROUP, INC for the amount of |                |                      |                 |              |             |                     | 5529.75            |
| 01001   | 00133416499    | CONTRACTUAL SERVICES | VR 24061905-056 | 06/08/2024   | -           | NUISANCES           | 1590.00            |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-048 | 06/08/2024   | -           | NUISANCES           | 97.50              |
| 01001   | 00133416499    | CONTRACTUAL SERVICES | VR 24061905-049 | 06/08/2024   | -           | NUISANCES           | 2752.50            |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-050 | 06/08/2024   | -           | NUISANCES           | 357.50             |
| 01001   | 00133416499    | CONTRACTUAL SERVICES | VR 24061905-051 | 06/08/2024   | -           | NUISANCES           | 162.50             |
| 01001   | 00133416499    | CONTRACTUAL SERVICES | VR 24061905-053 | 06/08/2024   | -           | CL1127              | 4322.00            |
| 01001   | 00133406499    | CONTRACTUAL SERVICES | VR 24061905-054 | 06/08/2024   | -           | NUISANCES           | 200.00             |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-057 | 05/17/2024   | -           | WEEK 5              | 4010.00            |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-058 | 05/24/2024   | -           | WEEK 6              | 5735.00            |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-059 | 05/31/2024   | -           | WEEK 7              | 4570.00            |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-052 | 06/08/2024   | -           | ONE TIME            | 487.50             |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-055 | 06/08/2024   | -           | ONE TIME            | 195.00             |
| 01001   | 00133406470    | WEED MOWING          | VR 24061905-047 | 06/03/2024   | -           | ML1036              | 2460.00            |
| CHECK TOTAL FOR CHECK NUMBER 221095 DATED 06/19/2024 WRITTEN TO 45057 J & J MOWING for the amount of              |                |                      |                 |              |             |                     | 26939.50           |
| 01315   | 31577226499    | CONTRACTUAL SERVICES | VR 24061906-002 | 06/10/2024   | -           | GREEN ST SEWER      | 163647.00          |
| CHECK TOTAL FOR CHECK NUMBER 221096 DATED 06/19/2024 WRITTEN TO 45059 J & K CONTRACTING for the amount of         |                |                      |                 |              |             |                     | 163647.00          |
| 01315   | 31577726499    | CONTRACTUAL          | VR 24061906-003 | 06/04/2024   | -           | BLAKES BRANCH       | 269522.60          |
| CHECK TOTAL FOR CHECK NUMBER 221097 DATED 06/19/2024 WRITTEN TO 45059A J&K CONTRACTING for the amount of          |                |                      |                 |              |             |                     | 269522.60          |
| 01301   | 30177546499    | CONTRACTUAL SERVICES | VR 24061906-004 | 05/31/2024   | -           | ELM STREET          | 52661.77           |
| CHECK TOTAL FOR CHECK NUMBER 221098 DATED 06/19/2024 WRITTEN TO 46694 JONES CONTRACTING CORP for the amount of    |                |                      |                 |              |             |                     | 52661.77           |
| 01303   | 30377826407    | ENGINEERING          | VR 24061906-005 | 06/01/2024   | -           | 3-19-0073-026-2024  | 2047.08            |
| CHECK TOTAL FOR CHECK NUMBER 221099 DATED 06/19/2024 WRITTEN TO 49042 KIRKHAM MICHAEL for the amount of           |                |                      |                 |              |             |                     | 2047.08            |
| 01001   | 00144306503    | MERCHANDISE - RESALE | VR 24061906-006 | 05/26/2024   | -           | 72 BUNDLES          | 306.00             |
| CHECK TOTAL FOR CHECK NUMBER 221100 DATED 06/19/2024 WRITTEN TO 49050 KAROL KIRKPATRICK for the amount of         |                |                      |                 |              |             |                     | 306.00             |
| 01001   | 00144306496    | REFUNDS              | VR 24061907-015 | 06/07/2024   | -           | MOVING              | 240.00             |
| CHECK TOTAL FOR CHECK NUMBER 221101 DATED 06/19/2024 WRITTEN TO 49073 TAD KIRKBRIDGE for the amount of            |                |                      |                 |              |             |                     | 240.00             |
| 01001   | 00144456502    | CONCESSION - RESALE  | VR 24061906-007 | 05/31/2024   | -           | 89299               | -155.18            |
| 01001   | 00144456502    | CONCESSION - RESALE  | VR 24061906-008 | 05/15/2024   | -           | 89299               | 5435.89            |
| 01001   | 00144456513    | CONCESSION SUPPLIES  | VR 24061906-009 | 05/15/2024   | -           | 89299               | 1447.46            |
| 01001   | 00144456502    | CONCESSION - RESALE  | VR 24061906-010 | 05/30/2024   | -           | 89299               | 4668.15            |
| 01001   | 00144456502    | CONCESSION - RESALE  | VR 24061906-011 | 06/03/2024   | -           | 89299               | 426.57             |
| 01001   | 00144456502    | CONCESSION - RESALE  | VR 24061906-012 | 06/05/2024   | -           | 89299               | 3161.95            |
| 01001   | 00144456502    | CONCESSION - RESALE  | VR 24061906-013 | 06/12/2024   | -           | 89299               | 4423.02            |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221102 DATED 06/19/2024 WRITTEN TO 49687 KOHL WHOLESALE for the amount of           |                |                       |                 |              |             |                     | 19407.86           |
| 01001  | 00166156499    | Contractual Services  | VR 24061906-014 | 06/08/2024   | -           | 6092484             | 4314.53            |
| 01001  | 00166256499    | CONTRACTUAL SERVICES  | VR 24061906-015 | 06/08/2024   | -           | 6092484             | 1669.20            |
| CHECK TOTAL FOR CHECK NUMBER 221103 DATED 06/19/2024 WRITTEN TO 49804D UKG KRONOS SYSTEMS, LLC for the amount of |                |                       |                 |              |             |                     | 5983.73            |
| 01001  | 00166106240    | TRAVEL & CONFERENCE   | VR 24061906-016 | 06/06/2024   | -           | 55.2 MILES          | 36.98              |
| CHECK TOTAL FOR CHECK NUMBER 221104 DATED 06/19/2024 WRITTEN TO 51046 TRAVIS LAWRENCE for the amount of          |                |                       |                 |              |             |                     | 36.98              |
| 01673  | 67388436492    | TIRE DISPOSAL         | VR 24061906-017 | 06/01/2024   | -           | 55869               | 2769.68            |
| CHECK TOTAL FOR CHECK NUMBER 221105 DATED 06/19/2024 WRITTEN TO 51968 LIBERTY TIRE for the amount of             |                |                       |                 |              |             |                     | 2769.68            |
| 01610  | 61088176497    | REIMBURSEMENT         | VR 24061909-027 | 06/13/2024   | -           | 130 E MAPLE         | 8766.31            |
| CHECK TOTAL FOR CHECK NUMBER 221106 DATED 06/19/2024 WRITTEN TO 52129 SONY LIMAGE for the amount of              |                |                       |                 |              |             |                     | 8766.31            |
| 01610  | 61088156512    | LAB SUPPLIES          | VR 24061906-018 | 05/30/2024   | -           | CALIBRATION         | 446.40             |
| CHECK TOTAL FOR CHECK NUMBER 221107 DATED 06/19/2024 WRITTEN TO 52267 LINOH2O, LLC for the amount of             |                |                       |                 |              |             |                     | 446.40             |
| 01610  | 61088156350    | EQUIP REPAIR          | VR 24061903-035 | 05/08/2024   | -           | 1-0000282           | 298.80             |
| 01001  | 00144306320    | GROUND MAINT & REPAIR | VR 24061903-036 | 05/17/2024   | -           | 1-0000282           | 35.00              |
| 01610  | 61088156507    | OPERATING SUPPLIES    | VR 24061903-037 | 05/28/2024   | -           | 1-0000282           | 30.90              |
| 01610  | 61088156507    | OPERATING SUPPLIES    | VR 24061903-038 | 05/28/2024   | -           | 1-0000282           | 3.08               |
| 01670  | 67088406331    | VHCL MTCE SUPPLIES    | VR 24061903-039 | 05/30/2024   | -           | 1-0000282           | 80.00              |
| CHECK TOTAL FOR CHECK NUMBER 221108 DATED 06/19/2024 WRITTEN TO 52990 LOKTRONICS SECURITY CORP for the amount of |                |                       |                 |              |             |                     | 447.78             |
| 01001  | 00166306240    | Travel & Conferences  | VR 24061906-019 | 05/31/2024   | -           | MAY 2024            | 24.79              |
| CHECK TOTAL FOR CHECK NUMBER 221109 DATED 06/19/2024 WRITTEN TO 53302 QUINTON LUNT for the amount of             |                |                       |                 |              |             |                     | 24.79              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061906-020 | 06/03/2024   | -           | OTTUM001            | 146.41             |
| CHECK TOTAL FOR CHECK NUMBER 221110 DATED 06/19/2024 WRITTEN TO 53691 MACQUEEN EQUIPMENT for the amount of       |                |                       |                 |              |             |                     | 146.41             |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-029 | 05/28/2024   | -           | 77041               | 285.95             |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-030 | 05/29/2024   | -           | 77041               | 554.88             |
| 01110  | 11022106531    | STREET MAINT SUPPLIES | VR 24061906-027 | 05/30/2024   | -           | 77041               | 1763.55            |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-021 | 05/30/2024   | -           | 77041               | 285.95             |
| 01110  | 11022106531    | STREET MAINT SUPPLIES | VR 24061906-028 | 05/31/2024   | -           | 77041               | 4114.96            |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-026 | 05/31/2024   | -           | 77041               | 285.95             |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-025 | 06/03/2024   | -           | 77041               | 603.86             |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-024 | 06/05/2024   | -           | 77041               | 285.95             |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-023 | 06/07/2024   | -           | 77041               | 1763.55            |
| 01610  | 61088176531    | STREET MAINT SUPPLIES | VR 24061906-022 | 06/07/2024   | -           | 77041               | 285.95             |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION     | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221111 DATED 06/19/2024 WRITTEN TO 54390 MANATT'S INC for the amount of             |                |                         |                 |              |             |                     | 10230.55           |
| 01610  | 61088156331    | VHCL MTCE SUPPLIES      | VR 24061906-031 | 04/30/2024   | -           | 30641               | 225.45             |
| CHECK TOTAL FOR CHECK NUMBER 221112 DATED 06/19/2024 WRITTEN TO 56665 MCKIM TRACTOR SERVICE LLCfor the amount of |                |                         |                 |              |             |                     | 225.45             |
| 01001  | 00155206426    | CONV & VISITOR BUREAU   | VR 24061906-032 | 06/03/2024   | -           | TAX                 | 50580.02           |
| CHECK TOTAL FOR CHECK NUMBER 221113 DATED 06/19/2024 WRITTEN TO 57340 MEET OTTUMWA for the amount of             |                |                         |                 |              |             |                     | 50580.02           |
| 01001  | 00144306507    | OPERATING SUPPLIES      | VR 24061802-001 | 05/01/2024   | -           | 31850255            | -54.16             |
| 01001  | 00122606507    | OPERATING SUPPLIES      | VR 24061802-002 | 05/01/2024   | -           | 31850255            | 33.95              |
| 01131  | 13122806320    | GROUND MAINT & REPAIR   | VR 24061802-003 | 05/02/2024   | -           | 31850255            | 193.80             |
| 01610  | 61088176531    | STREET MAINT SUPPLIES   | VR 24061802-004 | 05/02/2024   | -           | 31850255            | 31.37              |
| 01110  | 11022106531    | STREET MAINT SUPPLIES   | VR 24061802-005 | 05/02/2024   | -           | 31850255            | 424.75             |
| 01001  | 00111506320    | GROUND MAINT & REPAIR   | VR 24061802-006 | 05/03/2024   | -           | 31850255            | 21.99              |
| 01610  | 61088156507    | OPERATING SUPPLIES      | VR 24061802-007 | 05/06/2024   | -           | 31850255            | 12.76              |
| 01131  | 13122806507    | OPERATING SUPPLIES      | VR 24061802-008 | 05/06/2024   | -           | 31850255            | 64.86              |
| 01001  | 00144396507    | OPERATING SUPPLIES      | VR 24061802-009 | 05/06/2024   | -           | 31850255            | 7.99               |
| 01301  | 30177436599    | OTHER SUPPLIES          | VR 24061802-010 | 05/06/2024   | -           | 31850255            | 37.44              |
| 01610  | 61088176531    | STREET MAINT SUPPLIES   | VR 24061802-011 | 05/07/2024   | -           | 31850255            | 86.53              |
| 01131  | 13122806507    | OPERATING SUPPLIES      | VR 24061802-012 | 05/07/2024   | -           | 31850255            | 115.82             |
| 01001  | 00122606504    | TOOLS & SMALL EQUIP     | VR 24061802-013 | 05/08/2024   | -           | 31850255            | 25.99              |
| 01001  | 00122606507    | OPERATING SUPPLIES      | VR 24061802-014 | 05/08/2024   | -           | 31850255            | 81.36              |
| 01110  | 11022106531    | STREET MAINT SUPPLIES   | VR 24061802-015 | 05/10/2024   | -           | 31850255            | 59.80              |
| 01001  | 00111506331    | VHCL MTCE SUPPLIES      | VR 24061802-016 | 05/10/2024   | -           | 31850255            | 23.97              |
| 01131  | 13122806507    | OPERATING SUPPLIES      | VR 24061802-017 | 05/13/2024   | -           | 31850255            | 5.66               |
| 01110  | 11022106531    | STREET MAINT SUPPLIES   | VR 24061802-018 | 05/13/2024   | -           | 31850255            | 4.77               |
| 01110  | 11022426531    | STREET MAINT SUPPLIES   | VR 24061802-019 | 05/14/2024   | -           | 31850255            | 42.89              |
| 01001  | 00144456504    | TOOLS & SMALL EQUIP     | VR 24061802-020 | 05/14/2024   | -           | 31850255            | 52.68              |
| 01673  | 67388436331    | VHCL MTCE SUPPLIES      | VR 24061802-021 | 05/15/2024   | -           | 31850255            | 31.13              |
| 01001  | 00144306507    | OPERATING SUPPLIES      | VR 24061802-022 | 05/15/2024   | -           | 31850255            | 16.95              |
| 01135  | 13544506599    | OTHER SUPPLIES          | VR 24061802-023 | 05/15/2024   | -           | 31850255            | 33.32              |
| 01001  | 00144456507    | OPERATING SUPPLIES      | VR 24061802-024 | 05/15/2024   | -           | 31850255            | 77.60              |
| 01110  | 11022106531    | STREET MAINT SUPPLIES   | VR 24061802-025 | 05/16/2024   | -           | 31850255            | 4.98               |
| 01001  | 00144456504    | TOOLS & SMALL EQUIP     | VR 24061802-026 | 05/16/2024   | -           | 31850255            | 7.99               |
| 01001  | 00144456599    | OTHER SUPPLIES          | VR 24061802-027 | 05/17/2024   | -           | 31850255            | 68.41              |
| 01001  | 00144456504    | TOOLS & SMALL EQUIP     | VR 24061802-028 | 05/20/2024   | -           | 31850255            | 6.49               |
| 01001  | 00144396507    | OPERATING SUPPLIES      | VR 24061802-029 | 05/21/2024   | -           | 31850255            | 20.46              |
| 01110  | 11022406531    | STREET MAINT SUPPLIES   | VR 24061802-030 | 05/21/2024   | -           | 31850255            | 59.98              |
| 01610  | 61088156507    | OPERATING SUPPLIES      | VR 24061802-031 | 05/21/2024   | -           | 31850255            | 399.99             |
| 01001  | 00144396507    | OPERATING SUPPLIES      | VR 24061802-032 | 05/22/2021   | -           | 31850255            | 21.26              |
| 01001  | 00144396507    | OPERATING SUPPLIES      | VR 24061802-033 | 05/22/2021   | -           | 31850255            | 499.98             |
| 01001  | 00144456507    | OPERATING SUPPLIES      | VR 24061802-034 | 05/23/2024   | -           | 31850255            | 6.37               |
| 01670  | 67088406532    | SUSTENANCE SUPPLIES     | VR 24061802-035 | 05/23/2024   | -           | 31850255            | 22.41              |
| 01670  | 67088406506    | OFFICE SUPPLIES         | VR 24061802-036 | 05/28/2024   | -           | 31850255            | 49.98              |
| 01670  | 67088406532    | SUSTENANCE SUPPLIES     | VR 24061802-037 | 05/28/2024   | -           | 31850255            | 89.94              |
| 01670  | 67088406504    | TOOLS & SMALL EQUIP     | VR 24061802-038 | 05/28/2024   | -           | 31850255            | 73.51              |
| 01001  | 00144306507    | OPERATING SUPPLIES      | VR 24061802-039 | 05/29/2024   | -           | 31850255            | 30.29              |
| 01610  | 61088176530    | SEWER/DRAINAGE SUPPLIES | VR 24061802-040 | 05/30/2024   | -           | 31850255            | 307.71             |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------|-----------------|--------------|-------------|---------------------|--------------------|
| 01001  | 00111506504    | TOOLS & SMALL EQUIP   | VR 24061802-041 | 05/30/2024   | -           | 31850255            | 4.53               |
| 01131  | 13122806507    | OPERATING SUPPLIES    | VR 24061802-042 | 05/31/2024   | -           | 31850255            | 154.35             |
| 01001  | 00133406504    | TOOLS & SMALL EQUIP   | VR 24061802-043 | 05/31/2024   | -           | 31850255            | 76.45              |
| 01610  | 61088156507    | OPERATING SUPPLIES    | VR 24061802-044 | 05/31/2024   | -           | 31850255            | 32.82              |
| CHECK TOTAL FOR CHECK NUMBER 221116 DATED 06/19/2024 WRITTEN TO 57385 MENARDS for the amount of                  |                |                       |                 |              |             |                     | 3371.12            |
| 01173  | 17344136310    | BUILDING MAINT REPAIR | VR 24061906-033 | 05/17/2024   | -           | 31850283            | 188.42             |
| 01173  | 17344136310    | BUILDING MAINT REPAIR | VR 24061907-016 | 06/05/2024   | -           | 31850283            | 305.33             |
| CHECK TOTAL FOR CHECK NUMBER 221117 DATED 06/19/2024 WRITTEN TO 57386 MENARDS for the amount of                  |                |                       |                 |              |             |                     | 493.75             |
| 01863  | 86366646158    | GROUP LIFE PREMIUMS   | VR 24061906-034 | 05/21/2024   | -           | 51186               | 4834.41            |
| CHECK TOTAL FOR CHECK NUMBER 221118 DATED 06/19/2024 WRITTEN TO 57518 SYMETRA LIFE INSURANCE COfor the amount of |                |                       |                 |              |             |                     | 4834.41            |
| 01610  | 61088156512    | LAB SUPPLIES          | VR 24061906-044 | 06/06/2024   | -           | 40219               | 612.50             |
| CHECK TOTAL FOR CHECK NUMBER 221119 DATED 06/19/2024 WRITTEN TO 58480 MICROBAC LABORATORIES INCfor the amount of |                |                       |                 |              |             |                     | 612.50             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061906-046 | 05/30/2024   | -           | #304                | 20.00              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061906-045 | 05/30/2024   | -           | #736                | 25.00              |
| CHECK TOTAL FOR CHECK NUMBER 221120 DATED 06/19/2024 WRITTEN TO 59753 MIKES TIRE AND for the amount of           |                |                       |                 |              |             |                     | 45.00              |
| 01610  | 61088156507    | OPERATING SUPPLIES    | VR 24061906-047 | 04/19/2024   | -           | 87937601            | 81.32              |
| 01001  | 00111506507    | OPERATING SUPPLIES    | VR 24061908-009 | 05/02/2024   | -           | 87937601            | 460.44             |
| 01610  | 61088156507    | OPERATING SUPPLIES    | VR 24061906-048 | 05/29/2024   | -           | 87937601            | 11.30              |
| CHECK TOTAL FOR CHECK NUMBER 221121 DATED 06/19/2024 WRITTEN TO 61785 MOTION INDUSTRIES for the amount of        |                |                       |                 |              |             |                     | 553.06             |
| 01610  | 61088156507    | OPERATING SUPPLIES    | VR 24061906-049 | 05/28/2024   | -           | 10-OTTUMW           | 175.40             |
| 01610  | 61088156399    | OTHER MAINT & REPAIR  | VR 24061909-004 | 06/10/2024   | -           | 10-OTTUMW           | 877.00             |
| CHECK TOTAL FOR CHECK NUMBER 221122 DATED 06/19/2024 WRITTEN TO 62600 MUNICIPAL SUPPLY INC for the amount of     |                |                       |                 |              |             |                     | 1052.40            |
| 01110  | 11022106531    | STREET MAINT SUPPLIES | VR 24061907-018 | 05/18/2024   | -           | 1290                | 1329.90            |
| 01110  | 11022106531    | STREET MAINT SUPPLIES | VR 24061907-017 | 05/31/2024   | -           | 1290                | 2636.70            |
| CHECK TOTAL FOR CHECK NUMBER 221123 DATED 06/19/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of |                |                       |                 |              |             |                     | 3966.60            |
| 01001  | 00111506498    | MISC CONTRACT WORK    | VR 24061906-050 | 06/03/2024   | -           | 201 N WAPELLO       | 55.00              |
| CHECK TOTAL FOR CHECK NUMBER 221124 DATED 06/19/2024 WRITTEN TO 66561 OFFICIAL PEST CONTROL for the amount of    |                |                       |                 |              |             |                     | 55.00              |
| 01673  | 67388436402    | ADVERT/LEGAL PUBL     | VR 24061907-020 | 06/07/2024   | -           | 9997                | 500.00             |
| 01673  | 67388436402    | ADVERT/LEGAL PUBL     | VR 24061907-019 | 06/07/2024   | -           | 9997                | 200.00             |
| CHECK TOTAL FOR CHECK NUMBER 221125 DATED 06/19/2024 WRITTEN TO 67079 ONMEDIA for the amount of                  |                |                       |                 |              |             |                     | 700.00             |
| 01135  | 13544506331    | VHCL MTCE SUPPLIES    | VR 24061903-025 | 04/30/2024   | -           | 131522              | 11.79              |



BATCH NUMBER CHKX

| CASH CODE   | ACCOUNT NUMBER | ACCOUNT DESCRIPTION      | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION  | TRANSACTION AMOUNT |
|---|----------------|--------------------------|-----------------|--------------|-------------|----------------------|--------------------|
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061903-026 | 05/03/2024   | -           | 131522               | 15.94              |
| 01001   | 00111506331    | VHCL MTCE SUPPLIES       | VR 24061903-027 | 05/15/2024   | -           | 131522               | 23.98              |
| 01131   | 13122806331    | VHCL MTCE SUPPLIES       | VR 24061903-028 | 05/15/2024   | -           | 131522               | 24.87              |
| 01610   | 61088156331    | VHCL MTCE SUPPLIES       | VR 24061903-029 | 05/15/2024   | -           | 131522               | 34.83              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061903-030 | 05/17/2024   | -           | 131522               | 28.99              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061903-031 | 05/24/2024   | -           | 131522               | 92.36              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061903-032 | 05/24/2024   | -           | 131522               | 22.19              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061903-033 | 05/28/2024   | -           | 131522               | 25.91              |
| 01135   | 13544506331    | VHCL MTCE SUPPLIES       | VR 24061903-034 | 05/28/2024   | -           | 131522               | 52.74              |
| CHECK TOTAL FOR CHECK NUMBER 221126 DATED 06/19/2024 WRITTEN TO 67098 O'REILLY AUTOMOTIVE for the amount of       |                |                          |                 |              |             |                      | 333.60             |
| 01131   | 13122806162    | EMPLOYEE PHYSICALS/TESTS | VR 24061908-042 | 06/01/2024   | -           | 117001               | 132.00             |
| 01001   | 00111116162    | EMPLOYEE PHYSICALS/TESTS | VR 24061908-043 | 06/01/2024   | -           | 113673               | 132.00             |
| 01610   | 61088156162    | EMPLOYEE PHYSICALS/TESTS | VR 24061908-044 | 06/01/2024   | -           | 117212               | 40.00              |
| 01001   | 00144306162    | EMPLOYEE PHYSICALS/TESTS | VR 24061908-045 | 06/01/2024   | -           | 113096               | 40.00              |
| 01001   | 00133406162    | EMPLOYEE PHYSICALS/TESTS | VR 24061908-046 | 06/01/2024   | -           | 103478               | 109.00             |
| 01001   | 00166306162    | EMPLOYEE PHYSICALS/TEST  | VR 24061908-047 | 06/01/2024   | -           | 113683               | 132.00             |
| 01001   | 00144306162    | EMPLOYEE PHYSICALS/TESTS | VR 24061908-048 | 06/01/2024   | -           | 116683               | 114.00             |
| 01001   | 00144456162    | EMPLOYEE PHYSICALS/TEST  | VR 24061908-049 | 06/01/2024   | -           | 117134               | 35.00              |
| 01670   | 67088406162    | EMPLOYEE PHYSICALS/TESTS | VR 24061908-050 | 06/01/2024   | -           | 116796               | 137.00             |
| 01001   | 00144456162    | EMPLOYEE PHYSICALS/TEST  | VR 24061908-051 | 06/01/2024   | -           | 117277               | 35.00              |
| CHECK TOTAL FOR CHECK NUMBER 221127 DATED 06/19/2024 WRITTEN TO 68238 OTTUMWA HEALTH GROUP LLC for the amount of  |                |                          |                 |              |             |                      | 906.00             |
| 01001   | 00144306506    | OFFICE SUPPLIES          | VR 24061907-021 | 05/30/2024   | -           | 7797 3592 3431 4840  | 719.00             |
| 01001   | 00111106414    | PRINTING                 | VR 24061908-041 | 05/30/2024   | -           | JOB QP 4847          | 41.00              |
| CHECK TOTAL FOR CHECK NUMBER 221128 DATED 06/19/2024 WRITTEN TO 68560 OTTUMWA PRINTING, INC. for the amount of    |                |                          |                 |              |             |                      | 760.00             |
| 01001   | 00111506240    | TRAVEL & CONFERENCE      | VR 24061907-024 | 05/17/2024   | -           | TRAVEL REIMBURSEMENT | 341.89             |
| CHECK TOTAL FOR CHECK NUMBER 221129 DATED 06/19/2024 WRITTEN TO 69264 COLE OWENS for the amount of                |                |                          |                 |              |             |                      | 341.89             |
| 01001   | 00144306507    | OPERATING SUPPLIES       | VR 24061907-025 | 06/03/2024   | -           | 301451420000         | 247.28             |
| CHECK TOTAL FOR CHECK NUMBER 221130 DATED 06/19/2024 WRITTEN TO 72253 PPG ARCHITECTURAL FINISHE for the amount of |                |                          |                 |              |             |                      | 247.28             |
| 01001   | 00166306373    | Telephone/IT             | VR 24061907-026 | 06/01/2024   | -           | 1225                 | 119.88             |
| CHECK TOTAL FOR CHECK NUMBER 221131 DATED 06/19/2024 WRITTEN TO 73960 PROFESSIONAL COMPUTER for the amount of     |                |                          |                 |              |             |                      | 119.88             |
| 01001   | 00166506409    | JANITORIAL               | VR 24061907-027 | 05/31/2024   | -           | CITY HALL MAY        | 2000.00            |
| 01131   | 13122806409    | JANITORIAL               | VR 24061907-028 | 05/31/2024   | -           | AIRPORT MAY          | 100.00             |
| 01001   | 00144396409    | JANITORIAL               | VR 24061907-029 | 05/31/2024   | -           | DEPOT MAY            | 1140.00            |
| CHECK TOTAL FOR CHECK NUMBER 221132 DATED 06/19/2024 WRITTEN TO 73971 PROFESSIONAL JANITORIAL for the amount of   |                |                          |                 |              |             |                      | 3240.00            |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061901-037 | 05/03/2024   | -           | 561                  | 470.94             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061901-038 | 05/03/2024   | -           | 561                  | 69.25              |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES       | VR 24061901-041 | 05/23/2024   | -           | 561                  | 772.60             |

BATCH NUMBER CHKX

| CASH CODE   | ACCOUNT NUMBER | ACCOUNT DESCRIPTION        | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION  | TRANSACTION AMOUNT |
|---|----------------|----------------------------|-----------------|--------------|-------------|----------------------|--------------------|
| 01110   | 11022986331    | VHCL MTCE SUPPLIES         | VR 24061901-040 | 05/14/2024   | -           | 561                  | -470.94            |
| CHECK TOTAL FOR CHECK NUMBER 221133 DATED 06/19/2024 WRITTEN TO 74625 QUALITY SERVICES 149 for the amount of      |                |                            |                 |              |             |                      | 841.85             |
| 01110   | 11022986331    | VHCL MTCE SUPPLIES         | VR 24061907-030 | 05/09/2024   | -           | #99                  | 79.97              |
| CHECK TOTAL FOR CHECK NUMBER 221134 DATED 06/19/2024 WRITTEN TO 74740 RJ PERFORMANCE INC for the amount of        |                |                            |                 |              |             |                      | 79.97              |
| 01001   | 00111106627    | OTHER SMALL CAPITAL        | VR 24061907-031 | 05/29/2024   | -           | CAMERA               | 3790.51            |
| CHECK TOTAL FOR CHECK NUMBER 221135 DATED 06/19/2024 WRITTEN TO 74955 RACOM CORPORATION for the amount of         |                |                            |                 |              |             |                      | 3790.51            |
| 01001   | 00166106240    | TRAVEL & CONFERENCE        | VR 24061907-032 | 06/03/2024   | -           | REIMBURSEMENT        | 72.16              |
| CHECK TOTAL FOR CHECK NUMBER 221136 DATED 06/19/2024 WRITTEN TO 75152 PHILIP RATH for the amount of               |                |                            |                 |              |             |                      | 72.16              |
| 01001   | 00111106532    | SUSTENANCE SUPPLIES        | VR 24061907-033 | 05/30/2024   | -           | BADGES               | 2884.38            |
| CHECK TOTAL FOR CHECK NUMBER 221137 DATED 06/19/2024 WRITTEN TO 75160 RANGEMASTERS TRAINING for the amount of     |                |                            |                 |              |             |                      | 2884.38            |
| 01151   | 15144326499    | CONTRACTUAL SERVICES       | VR 24061907-034 | 05/28/2024   | -           | CITY HALL RENOVATION | 241292.88          |
| CHECK TOTAL FOR CHECK NUMBER 221138 DATED 06/19/2024 WRITTEN TO 77203 RG CONSTRUCTION, LLC for the amount of      |                |                            |                 |              |             |                      | 241292.88          |
| 01110   | 11022506331    | VHCL MTCE SUPPLIES         | VR 24061907-035 | 06/04/2024   | -           | 91100 91099          | 358.85             |
| CHECK TOTAL FOR CHECK NUMBER 221139 DATED 06/19/2024 WRITTEN TO 77209 ROAD DOCTORS, LLC for the amount of         |                |                            |                 |              |             |                      | 358.85             |
| 01110   | 11022976419    | TECHNOLOGY SERVICES        | VR 24061907-036 | 06/01/2024   | -           | 8/1/24-7/31/25       | 4200.00            |
| CHECK TOTAL FOR CHECK NUMBER 221140 DATED 06/19/2024 WRITTEN TO 77752 RON TURLEY ASSOCIATES INC for the amount of |                |                            |                 |              |             |                      | 4200.00            |
| 01670   | 67088406498    | MISC CONTRACT WORK         | VR 24061907-037 | 06/08/2024   | -           | PORTABLE             | 110.16             |
| 01670   | 67088406498    | MISC CONTRACT WORK         | VR 24061907-038 | 06/04/2024   | -           | PORTABLE             | 115.16             |
| CHECK TOTAL FOR CHECK NUMBER 221141 DATED 06/19/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of    |                |                            |                 |              |             |                      | 225.32             |
| 01001   | 00144306331    | VHCL MTCE SUPPLIES         | VR 24061907-039 | 06/01/2024   | -           | COO                  | 37.98              |
| CHECK TOTAL FOR CHECK NUMBER 221142 DATED 06/19/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of          |                |                            |                 |              |             |                      | 37.98              |
| 01133   | 13344106310    | BUILDING MAINT REPAIR      | VR 24061907-040 | 06/01/2024   | -           | 1003269              | 240.70             |
| 01001   | 00166506310    | BUILDING MAINTENANCE REPAV | VR 24061907-041 | 06/01/2024   | -           | 1003275              | 293.75             |
| CHECK TOTAL FOR CHECK NUMBER 221143 DATED 06/19/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of    |                |                            |                 |              |             |                      | 534.45             |
| 01110   | 11022106531    | STREET MAINT SUPPLIES      | VR 24061907-042 | 06/05/2024   | -           | 32136820             | 2415.85            |
| CHECK TOTAL FOR CHECK NUMBER 221144 DATED 06/19/2024 WRITTEN TO 81367 BEN SHINN TRUCKING INC for the amount of    |                |                            |                 |              |             |                      | 2415.85            |
| 01110   | 11022986599    | OTHER SUPPLIES             | VR 24061909-028 | 05/01/2024   | -           | 1550                 | 14.75              |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION  | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|----------------------|-----------------|--------------|-------------|---------------------|--------------------|
| 01110  | 11022986504    | TOOLS & SMALL EQUIP  | VR 24061909-029 | 05/02/2024   | -           | 1550                | 6.57               |
| 01131  | 13122806333    | VHCL-FUEL            | VR 24091909-053 | 05/02/2024   | -           | 1550                | 121.12             |
| 01670  | 67088406504    | TOOLS & SMALL EQUIP  | VR 24061909-030 | 05/02/2024   | -           | 1550                | 199.02             |
| 01110  | 11022986599    | OTHER SUPPLIES       | VR 24061909-031 | 05/08/2024   | -           | 1550                | 21.03              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-032 | 05/09/2024   | -           | 1550                | 71.70              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-033 | 05/13/2024   | -           | 1550                | 49.28              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-034 | 05/13/2024   | -           | 1550                | 43.82              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-035 | 05/13/2024   | -           | 1550                | 4.97               |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-036 | 05/14/2024   | -           | 1550                | 87.64              |
| 01110  | 11022986599    | OTHER SUPPLIES       | VR 24061909-037 | 05/16/2024   | -           | 1550                | 420.30             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-038 | 05/16/2024   | -           | 1550                | 35.03              |
| 01670  | 67088406504    | TOOLS & SMALL EQUIP  | VR 24061909-039 | 05/16/2024   | -           | 1550                | 7.25               |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-040 | 05/20/2024   | -           | 1550                | 55.88              |
| 01670  | 67088406504    | TOOLS & SMALL EQUIP  | VR 24061909-041 | 05/21/2024   | -           | 1550                | 7.25               |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-042 | 05/22/2024   | -           | 1550                | 12.82              |
| 01670  | 67088406504    | TOOLS & SMALL EQUIP  | VR 24061909-043 | 05/22/2024   | -           | 1550                | 306.01             |
| 01670  | 67088406331    | VHCL MTCE SUPPLIES   | VR 24061909-044 | 05/22/2024   | -           | 1550                | 111.00             |
| 01131  | 13122806333    | VHCL-FUEL            | VR 24061909-045 | 05/23/2024   | -           | 1550                | 121.12             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-046 | 05/23/2024   | -           | 1550                | 302.61             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-047 | 05/24/2024   | -           | 1550                | 24.42              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-048 | 05/28/2024   | -           | 1550                | 17.73              |
| 01110  | 11022986599    | OTHER SUPPLIES       | VR 24061909-049 | 05/28/2024   | -           | 1550                | 52.08              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-050 | 05/29/2024   | -           | 1550                | 91.63              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES   | VR 24061909-051 | 05/30/2024   | -           | 1550                | 15.53              |
| 01670  | 67088406331    | VHCL MTCE SUPPLIES   | VR 24061909-052 | 05/31/2024   | -           | 1550                | 39.24              |
| CHECK TOTAL FOR CHECK NUMBER 221146 DATED 06/19/2024 WRITTEN TO 82136 SINCLAIR NAPA for the amount of        |                |                      |                 |              |             |                     | 2239.80            |
| 01176  | 17655406498    | REIMBURSEMENT        | VR 24061908-008 | 06/03/2024   | -           | CDBG-20-CVN 062     | 16627.16           |
| CHECK TOTAL FOR CHECK NUMBER 221147 DATED 06/19/2024 WRITTEN TO 85227 STARR WORKFORCE DEV. for the amount of |                |                      |                 |              |             |                     | 16627.16           |
| 01610  | 61088156710    | AUTOMOTIVE EQUIPMENT | VR 24061909-003 | 06/14/2024   | -           | WPCF 3572           | 79663.00           |
| CHECK TOTAL FOR CHECK NUMBER 221148 DATED 06/19/2024 WRITTEN TO 86199 STIVERS FORD for the amount of         |                |                      |                 |              |             |                     | 79663.00           |
| 01610  | 61088156410    | CONTRACT EMPLOYEES   | VR 24061907-044 | 05/28/2024   | -           | 03-0077             | 524.40             |
| 01135  | 13544506410    | CONTRACT EMPLOYEES   | VR 24061907-052 | 05/28/2024   | -           | 03-0032             | 3514.17            |
| 01610  | 61088176410    | CONTRACT EMPLOYEES   | VR 24061907-047 | 06/03/2024   | -           | 03-0077             | 662.40             |
| 01001  | 00144306410    | CONTRACT EMPLOYEES   | VR 24061907-051 | 06/03/2024   | -           | 03-0077             | 1932.00            |
| 01110  | 11022106410    | CONTRACT EMPLOYEES   | VR 24061907-046 | 06/03/2024   | -           | 03-0077             | 1236.48            |
| 01001  | 00144306410    | CONTRACT EMPLOYEES   | VR 24061907-050 | 06/03/2024   | -           | 03-0077             | 2463.99            |
| 01110  | 11022406410    | CONTRACT EMPLOYEES   | VR 24061907-053 | 06/03/2024   | -           | 03-0077             | 662.40             |
| 01610  | 61088156410    | CONTRACT EMPLOYEES   | VR 24061907-043 | 06/03/2024   | -           | 03-0077             | 441.60             |
| 01670  | 67088406490    | OTHER PROF SERV      | VR 24061907-048 | 06/03/2024   | -           | 03-0077             | 1165.07            |
| 01673  | 67388436490    | OTHER PROF SERV      | VR 24061907-045 | 06/03/2024   | -           | 03-0077             | 1647.05            |
| 01135  | 13544506410    | CONTRACT EMPLOYEES   | VR 24061907-049 | 06/03/2024   | -           | 03-0032             | 2560.59            |
| 01135  | 13544506410    | CONTRACT EMPLOYEES   | VR 24061909-005 | 06/10/2024   | -           | 03-0032             | 2377.05            |

BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION     | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221149 DATED 06/19/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of     |                |                         |                 |              |             |                     | 19187.20           |
| 01133  | 13344106310    | BUILDING MAINT REPAIR   | VR 24061909-006 | 05/24/2024   | -           | BOILER              | 510.00             |
| CHECK TOTAL FOR CHECK NUMBER 221150 DATED 06/19/2024 WRITTEN TO 88869 TIM HILDRETH CO. INC. for the amount of    |                |                         |                 |              |             |                     | 510.00             |
| 01670  | 67088406499    | CONTRACTUAL SERVICES    | VR 24061909-007 | 05/22/2024   | -           | 545 RAY ST          | 1200.00            |
| CHECK TOTAL FOR CHECK NUMBER 221151 DATED 06/19/2024 WRITTEN TO 89072 TORRES CONSTRUCTION for the amount of      |                |                         |                 |              |             |                     | 1200.00            |
| 01001  | 00133406414    | PRINTING                | VR 24061909-008 | 05/14/2024   | -           | 3183                | 88.42              |
| CHECK TOTAL FOR CHECK NUMBER 221152 DATED 06/19/2024 WRITTEN TO 89090 TOTAL CHOICE SHIPPING for the amount of    |                |                         |                 |              |             |                     | 88.42              |
| 01110  | 11022426627    | OTHER SMALL CAPITAL     | VR 24061909-009 | 05/29/2024   | -           | 5 CORNERS           | 24500.00           |
| CHECK TOTAL FOR CHECK NUMBER 221153 DATED 06/19/2024 WRITTEN TO 89206 TRAFFIC & TRANSPORTATION for the amount of |                |                         |                 |              |             |                     | 24500.00           |
| 01151  | 15133426499    | CONTRACTUAL SERVICES    | VR 24061909-012 | 05/16/2024   | -           | CALDWELL            | 175.00             |
| 01151  | 15133426499    | CONTRACTUAL SERVICES    | VR 24061909-011 | 05/21/2024   | -           | COOPER              | 175.00             |
| 01151  | 15133426499    | CONTRACTUAL SERVICES    | VR 24061909-010 | 05/21/2024   | -           | CASTLE              | 175.00             |
| 01151  | 15133426499    | CONTRACTUAL SERVICES    | VR 24061909-013 | 05/23/2024   | -           | SMITH'S             | 175.00             |
| CHECK TOTAL FOR CHECK NUMBER 221154 DATED 06/19/2024 WRITTEN TO 89855 TRUITT ABSTRACT COMPANY for the amount of  |                |                         |                 |              |             |                     | 700.00             |
| 01313  | 31377266790    | INFRASTRUCTURE          | VR 24061908-011 | 05/02/2024   | -           | 16118               | 1112.65            |
| 01610  | 61088156507    | OPERATING SUPPLIES      | VR 24061908-012 | 04/11/2024   | -           | 16118               | 29.69              |
| 01610  | 61088156507    | OPERATING SUPPLIES      | VR 24061908-013 | 04/16/2024   | -           | 16118               | 11.83              |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES      | VR 24061908-014 | 05/02/2024   | -           | 16118               | 150.00             |
| 01610  | 61088156507    | OPERATING SUPPLIES      | VR 24061908-015 | 05/02/2024   | -           | 16118               | 678.90             |
| 01110  | 11022426531    | STREET MAINT SUPPLIES   | VR 24061908-016 | 05/03/2024   | -           | 16118               | 270.23             |
| 01110  | 11022426531    | STREET MAINT SUPPLIES   | VR 24061908-017 | 05/08/2024   | -           | 16118               | 752.40             |
| 01610  | 61088156507    | OPERATING SUPPLIES      | VR 24061908-018 | 05/13/2024   | -           | 16118               | 24.99              |
| 01610  | 61088156507    | OPERATING SUPPLIES      | VR 24061908-019 | 05/13/2024   | -           | 16118               | 127.68             |
| 01110  | 11022426532    | SUSTENANCE SUPPLIES     | VR 24061908-020 | 05/15/2024   | -           | 16118               | 11.71              |
| 01110  | 11022426532    | SUSTENANCE SUPPLIES     | VR 24061908-022 | 05/30/2024   | -           | 16118               | 31.72              |
| 01110  | 11022426532    | SUSTENANCE SUPPLIES     | VR 24061908-023 | 05/31/2024   | -           | 16118               | -31.72             |
| 01110  | 11022976727    | OTHER CAPITAL EQUIPMENT | VR 24061908-021 | 05/22/2024   | -           | 16118               | 16.39              |
| CHECK TOTAL FOR CHECK NUMBER 221155 DATED 06/19/2024 WRITTEN TO 92555 THE VAN METER COMPANY for the amount of    |                |                         |                 |              |             |                     | 3186.47            |
| 01315  | 31577726499    | CONTRACTUAL             | VR 24061909-015 | 05/24/2024   | -           | BLAKE'S BRANCH      | 9035.08            |
| 01315  | 31577726499    | CONTRACTUAL             | VR 24061909-014 | 05/24/2024   | -           | BLAKE'S BRANCH      | 17718.34           |
| CHECK TOTAL FOR CHECK NUMBER 221156 DATED 06/19/2024 WRITTEN TO 92648 VEENSTRA & KIMM INC for the amount of      |                |                         |                 |              |             |                     | 26753.42           |
| 01001  | 00111106371    | ELECTRIC                | VR 24061909-017 | 06/06/2024   | -           | 12/28/23-5/30/24    | 8451.92            |
| 01001  | 00111106370    | NATURAL GAS             | VR 24061909-016 | 06/06/2024   | -           | 1/3-6/3/24          | 2407.78            |



BATCH NUMBER CHKX

| CASH CODE  | ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | VOUCHER NUMBER  | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION   | TRANSACTION AMOUNT |
|--|----------------|-----------------------|-----------------|--------------|-------------|-----------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 221157 DATED 06/19/2024 WRITTEN TO 94720 WAPELLO COUNTY SHERIFF for the amount of |                |                       |                 |              |             |                       | 10859.70           |
| 01001  | 00144306496    | REFUNDS               | VR 24061909-018 | 06/10/2024   | -           | DAMAGE DEPOSIT        | 100.00             |
| CHECK TOTAL FOR CHECK NUMBER 221158 DATED 06/19/2024 WRITTEN TO 95163 MONTE WARNER for the amount of           |                |                       |                 |              |             |                       | 100.00             |
| 01110  | 11022986331    | VHCL MTCE SUPPLIES    | VR 24061909-020 | 05/14/2024   | -           | #194                  | 20.00              |
| 01001  | 00144306331    | VHCL MTCE SUPPLIES    | VR 24061909-019 | 06/03/2024   | -           | UTV                   | 240.00             |
| CHECK TOTAL FOR CHECK NUMBER 221159 DATED 06/19/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of           |                |                       |                 |              |             |                       | 260.00             |
| 01301  | 30177436499    | CONTRACTUAL SERVICES  | VR 24061909-021 | 06/01/2024   | -           | 5825 649 -85-90       | 63346.76           |
| CHECK TOTAL FOR CHECK NUMBER 221160 DATED 06/19/2024 WRITTEN TO 96744 WICKS CONSTRUCTION INC for the amount of |                |                       |                 |              |             |                       | 63346.76           |
| 01151  | 15144326490    | OTHER PROF SERV       | VR 24061909-023 | 05/29/2024   | -           | CITY HALL 1194C21     | 7110.00            |
| 01174  | 17444396490    | OTHER PROF SERV       | VR 24061909-022 | 05/29/2024   | -           | DEPOT AC 1254C24      | 25665.00           |
| CHECK TOTAL FOR CHECK NUMBER 221161 DATED 06/19/2024 WRITTEN TO 96792 WILLETT HOFMANN for the amount of        |                |                       |                 |              |             |                       | 32775.00           |
| 01670  | 67088406310    | BUILDING MAINT REPAIR | VR 24061909-024 | 05/21/2024   | -           | WALL VENT - LANDFILL  | 587.50             |
| CHECK TOTAL FOR CHECK NUMBER 221162 DATED 06/19/2024 WRITTEN TO 97320 WINGER COMPANIES for the amount of       |                |                       |                 |              |             |                       | 587.50             |
| 01610  | 61088156310    | BLDG MAINT & REPAIR   | VR 24061909-025 | 05/21/2024   | -           | 0980241446            | 193.00             |
| CHECK TOTAL FOR CHECK NUMBER 221163 DATED 06/19/2024 WRITTEN TO 97321 WINGER SERVICE for the amount of         |                |                       |                 |              |             |                       | 193.00             |
| 01610  | 61088156240    | TRAVEL & CONFERENCE   | VR 24061909-026 | 04/15/2024   | -           | MILEAGE REIMBURSEMENT | 30.82              |
| CHECK TOTAL FOR CHECK NUMBER 221164 DATED 06/19/2024 WRITTEN TO 98820 HEATHER ZUERCHER for the amount of       |                |                       |                 |              |             |                       | 30.82              |
| 01 Bank Code TOTALS for 00129 Checks to 00129 Vendors for the amount of  |                |                       |                 |              |             |                       | 1598191.72         |
| REPORT TOTALS for 00129 Checks to 00129 Vendors for the amount of  |                |                       |                 |              |             |                       | 1598191.72         |

REPORT DATE 06/13/2024  
SYSTEM DATE 06/13/2024  
FILES ID 0

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 18  
TIME 16:12:33  
USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

## STATEMENT OF CASH BALANCES AND TREASURER'S REPORT

May-24

| FUND # | FUND            | BALANCE 04/30/2024 | RECIPTS         | DISBURSEMENTS   | BALANCE 05/31/2024 |
|--------|-----------------|--------------------|-----------------|-----------------|--------------------|
| 001    | GENERAL OPER    | \$ 4,757,126.41    | \$ 832,911.31   | \$ 1,395,420.46 | \$ 4,194,617.26    |
| 002    | PARKING RAMP    | \$ 64,581.80       | \$ 1,230.44     | \$ 746.50       | \$ 65,065.74       |
| 003    | GENERAL-ARPA    | \$ 2,120,904.49    | \$ 8,553.10     | \$ -            | \$ 2,129,457.59    |
| 005    | FRANCHISE FEES  | \$ 164,047.82      | \$ 359,660.61   | \$ -            | \$ 523,708.43      |
| 110    | ROAD USE TAX    | \$ 5,085,295.16    | \$ 341,689.63   | \$ 315,576.78   | \$ 5,111,408.01    |
| 112    | EMPLOYEE BEN    | \$ 1,442,593.83    | \$ 232,323.41   | \$ 19,110.51    | \$ 1,655,806.73    |
| 119    | EMERGENCY TAX   | \$ 173,273.12      | \$ 9,198.51     | \$ -            | \$ 182,471.63      |
| 121    | SALES TAX 1%    | \$ 9,161,575.64    | \$ 444,655.53   | \$ -            | \$ 9,606,231.17    |
| 125    | WESTGATE TIF    | \$ 483,349.42      | \$ 67,198.59    | \$ 66,489.13    | \$ 484,058.88      |
| 126    | AIRPORT TIF     | \$ 295,331.47      | \$ 8,885.12     | \$ -            | \$ 304,216.59      |
| 128    | WILDWOOD HWY    | \$ (3,002.88)      | \$ 63,167.71    | \$ -            | \$ 60,164.83       |
| 129    | RISK MANAGE.    | \$ 769,482.10      | \$ 29,211.96    | \$ 2,278.94     | \$ 796,415.12      |
| 130    | 411 MEDICAL     | \$ (50,755.01)     | \$ -            | \$ 8,276.54     | \$ (59,031.55)     |
| 131    | AIRPORT FUND    | \$ 631,211.82      | \$ 144,290.51   | \$ 148,923.71   | \$ 626,578.62      |
| 133    | LIBRARY FUND    | \$ 146,392.70      | \$ 39,648.79    | \$ 64,434.31    | \$ 121,607.18      |
| 135    | CEMETERY FUN    | \$ 304,690.61      | \$ 16,641.87    | \$ 37,129.76    | \$ 284,202.72      |
| 137    | HAZ-MAT FUND    | \$ 156,794.39      | \$ 13,259.29    | \$ 12,593.53    | \$ 157,460.15      |
| 141    | 2023 UPPER STRY | \$ 261,398.68      | \$ 1,054.16     | \$ -            | \$ 262,452.84      |
| 146    | DOWNTOWN STR    | \$ 144,960.86      | \$ 584.59       | \$ -            | \$ 145,545.45      |
| 147    | CDBG P-2 MAS    | \$ 17,968.04       | \$ 72.46        | \$ -            | \$ 18,040.50       |
| 151    | OTHER BOND PJC1 | \$ 1,496,903.82    | \$ 28,116.65    | \$ 471,934.18   | \$ 1,053,086.29    |
| 162    | SSMID DIST      | \$ 232,849.64      | \$ 5,908.79     | \$ 986.22       | \$ 237,772.21      |
| 167    | FIRE BEQUEST    | \$ 11,755.46       | \$ 1,440.69     | \$ 338.77       | \$ 12,857.38       |
| 171    | RETIREE HLTH    | \$ 1.23            | \$ -            | \$ -            | \$ 1.23            |
| 173    | LIBRARY BQST    | \$ 85,741.86       | \$ 1,787.53     | \$ 7,622.48     | \$ 79,906.91       |
| 174    | COMMUNITY DEV   | \$ 330,289.10      | \$ 1,386.98     | \$ -            | \$ 331,676.08      |
| 175    | POLICE BQST     | \$ 211,826.42      | \$ 854.25       | \$ 4,202.99     | \$ 208,477.68      |
| 176    | REIMB. GRANTS   | \$ (26,511.45)     | \$ -            | \$ -            | \$ (26,511.45)     |
| 177    | HISTORIC PRES.  | \$ 19,197.85       | \$ 77.42        | \$ 200.00       | \$ 19,075.27       |
| 200    | DEBT SERVICE    | \$ 34,906.42       | \$ 155,115.01   | \$ 5,216,662.00 | \$ (5,026,640.57)  |
| 301    | STREET PROJ     | \$ 2,269,622.94    | \$ 9,152.84     | \$ 128,212.91   | \$ 2,150,562.87    |
| 303    | AIRPORT PROJ    | \$ 511,858.03      | \$ 2,064.20     | \$ -            | \$ 513,922.23      |
| 307    | SIDEWALK & CURB | \$ 32,657.39       | \$ 131.70       | \$ 12.77        | \$ 32,776.32       |
| 309    | PARK PROJECT    | \$ 4,513.86        | \$ 76,668.20    | \$ 76,650.00    | \$ 4,532.06        |
| 310    | EQUIP PURCHASE  | \$ 1,418,237.32    | \$ 5,719.41     | \$ 66,849.32    | \$ 1,357,107.41    |
| 311    | LEEVE PROJECT   | \$ (140,696.00)    | \$ -            | \$ -            | \$ (140,696.00)    |
| 313    | BVC PROJ        | \$ 19,563.74       | \$ 78.90        | \$ -            | \$ 19,642.64       |
| 315    | SEWER CONST     | \$ 1,150,834.84    | \$ 4,641.04     | \$ 398,872.31   | \$ 756,603.57      |
| 501    | CEMETERY MEM    | \$ 2,765.59        | \$ 11.15        | \$ -            | \$ 2,776.74        |
| 503    | CEMETERY PER    | \$ 12,585.61       | \$ 9,165.62     | \$ 220.00       | \$ 21,531.23       |
| 610    | SEWER UTILIT    | \$ 5,550,673.83    | \$ 699,803.97   | \$ 469,513.14   | \$ 5,780,964.66    |
| 611    | SEWER SINKING   | \$ 1,339,616.46    | \$ 5,402.35     | \$ -            | \$ 1,345,018.81    |
| 613    | SEWER IMPROVE   | \$ 4,942,879.94    | \$ 19,933.45    | \$ -            | \$ 4,962,813.39    |
| 670    | LANDFILL OPRT   | \$ 1,930,879.75    | \$ 229,111.00   | \$ 167,295.59   | \$ 1,992,695.16    |
| 671    | LANDFILL RES    | \$ 1,317,764.15    | \$ 5,314.23     | \$ -            | \$ 1,323,078.38    |
| 673    | RECYCLING       | \$ 382,180.91      | \$ 39,871.91    | \$ 42,883.05    | \$ 379,169.77      |
| 690    | TRANSIT FUND    | \$ 638,863.05      | \$ 2,576.38     | \$ 27.12        | \$ 641,412.31      |
| 720    | BVC             | \$ (132,734.24)    | \$ -            | \$ -            | \$ (132,734.24)    |
| 750    | GOLF COURSE     | \$ (114,678.85)    | \$ 1,044.12     | \$ 1,139.94     | \$ (114,774.67)    |
| 810    | POOLED INVEST   | \$ (48,325,385.11) | \$ 2,182,115.02 | \$ 2,232,990.62 | \$ (48,376,260.71) |
| 820    | PAYROLL CLERNC  | \$ 210,570.55      | \$ 434,293.43   | \$ 433,665.64   | \$ 211,198.34      |
| 860    | GROUP HEALTH    | \$ 6,974,848.75    | \$ 370,999.48   | \$ 433,602.67   | \$ 6,912,245.56    |
| 861    | POST 65 RETIRE  | \$ 326,449.57      | \$ 25,932.79    | \$ 655.07       | \$ 351,727.29      |
| 862    | DENTAL INSUR    | \$ 57,155.70       | \$ 9,487.30     | \$ 11,218.66    | \$ 55,424.34       |
| 863    | LIFE INSUR      | \$ 75,510.65       | \$ 6,210.55     | \$ -            | \$ 81,721.20       |

TOTAL            \$    8,980,719.25   \$ 6,948,653.95   \$    12,236,735.62   \$    3,692,637.58



**INVESTMENTS**  
**AS OF 06/12/2023**

| INSTITUTION          | INSTRUMENT | TERM   | RATE         | BALANCE              | RENEWAL DATE |
|----------------------|------------|--------|--------------|----------------------|--------------|
| SOTSB                | CD         | 6 MOS  | 3.50%        | \$ 1,000,000         | 6/23/2024    |
| SOTSB                | CD         | 6 MOS  | 3.50%        | \$ 1,000,000         | 6/23/2024    |
| SOTSB                | CD         | 7 MOS  | 4.85%        | \$ 1,000,000         | 8/27/2024    |
| SOTSB                | CD         | 7 MOS  | 4.85%        | \$ 1,000,000         | 8/27/2024    |
| SOTSB                | CD         | 7 MOS  | 4.85%        | \$ 1,000,000         | 8/27/2024    |
| SOTSB                | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 1/31/2025    |
| SOTSB                | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 1/31/2025    |
| SOTSB                | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 1/31/2025    |
| SOTSB                | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 1/31/2025    |
| SOTSB                | CD         | 12 MOS | 4.79%        | \$ 1,000,000         | 2/28/2025    |
| COMM 1ST CU          | CD         | 12 MOS | 3.10%        | \$ 1,000,000         | 4/24/2025    |
| COMM 1ST CU          | CD         | 12 MOS | 3.10%        | \$ 1,000,000         | 4/24/2025    |
| COMM 1ST CU          | CD         | 12 MOS | 3.10%        | \$ 1,000,000         | 4/24/2025    |
| COMM 1ST CU          | CD         | 12 MOS | 3.10%        | \$ 1,000,000         | 4/24/2025    |
| ISB                  | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 6/3/2025     |
| ISB                  | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 6/3/2025     |
| ISB                  | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 6/3/2025     |
| ISB                  | CD         | 12 MOS | 5.00%        | \$ 1,000,000         | 6/3/2025     |
| COMM 1ST CU          | CD         | 24 MOS | 3.26%        | \$ 1,000,000         | 3/25/2026    |
| COMM 1ST CU          | CD         | 24 MOS | 3.26%        | \$ 1,000,000         | 3/25/2026    |
| COMM 1ST CU          | CD         | 24 MOS | 3.26%        | \$ 1,000,000         | 3/25/2026    |
| COMM 1ST CU          | CD         | 24 MOS | 3.26%        | \$ 1,000,000         | 4/24/2026    |
| COMM 1ST CU          | CD         | 24 MOS | 3.26%        | \$ 1,000,000         | 4/24/2026    |
| COMM 1ST CU          | CD         | 24 MOS | 3.26%        | \$ 1,000,000         | 4/24/2026    |
| IPAIT                | IBA        | NONE   | 5.08%        | \$ 23,371,207        | NONE         |
| <b>AVERAGE YEILD</b> |            |        | <b>4.14%</b> | <b>\$ 47,371,207</b> |              |



June 18, 2024

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend appointment to the Ottumwa Waterworks Board of Trustees, term to expire 07/22/2026 due to a vacancy.

Steven Propp  
1443 N. Elm Street

Recommend appointment to the Zoning Board of Adjustment, term to expire 12/12/2027 due to a vacancy.

Kayla McConnell  
34 Schwartz Drive

Recommend re-appointment to the Ottumwa Waterworks Board of Trustees term to expire 7/22/2030.

Xavier Wilson  
220 Pennsylvania

Recommend re-appointment to the Board of Library Trustees term to expire 7/1/2030.

LeAnne Lemberger  
12 Birchwood Heights Drive

(Received 4-9-24)  
Approved on  
6-6-24  
RJ

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:

WATER WORKS BOARD

Name: STEVEN PROPP Telephone: 684-7312

Email: (optional) Stevep@pesia.net

Address: 1443 N. ELM ST. ZIP: 52501

Business: RETIRED Telephone: CELL-641-680-4160

Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date Available for Appointment Now E-Mail: \_\_\_\_\_

Present occupation: RETIRED

Previous Employment: CONST. SUPERINTENDENT.

Answer the following: (Use additional sheets if necessary)

**Community Service:**

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

ST. MARY'S COUNCIL (PAST)

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

**Personal:**

(Have you ever worked for the City of Ottumwa? Yes X No \_\_\_\_\_)

1973 SUMMER - URBAN PLANNING  
(DURING COLLEGE)

1997-2002 SCHOOL - DIRECTOR OF MAINTNANCE BOARD

(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?

CONSTRUCTION AND MAINTANCE ~~AND~~ SUPERVISION  
MOST OF MY CAREER.

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

MAINTAIN HIGH EFFICIENCY AND QUALITY  
OF WATER SERVICE IN OTTUMWA.  
ESPECIALLY WORK ON THE DAM AS  
REQUIRED

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

UNDERSTANDING OF PROCESSES, COSTS  
AND BIDDING PROCESS FOR CONTRACT  
WORK.



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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

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

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

**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:



**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

I, STEVEN PETER PROPP, (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 19 SEPT 1953

Steven Propp

8 APR 2024

**Signature of Applicant**

**Date**

Board/Commission applying for WATER WORKS

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



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>CONSTRUCTION</u> |
| Advocacy experience        | <u></u>             |
| Community involvement      | <u></u>             |
| Current profession         | <u>RETIRED</u>      |
| Highest level of education | <u>BS + 15</u>      |
| Race                       | <u>WHITE</u>        |
| Creed                      | <u>CATHOLIC</u>     |
| Ethnicity                  | <u></u>             |
| Color                      | <u></u>             |
| Sex                        | <u>MALE</u>         |
| Sexual orientation         | <u></u>             |
| Gender identity            | <u></u>             |
| National origin            | <u>U.S.</u>         |
| Age                        | <u>70</u>           |
| Religion                   | <u>CATHOLIC</u>     |
| Disability                 | <u>NONE</u>         |

Received 5/14/24  
Approved - 6/12/24  
Rick Johnson  
Mayor

CITY OF OTTUMWA  
Biographical Data for Appointment to City Advisory Board

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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:

Zoning Board of Adjustment

Name: Kayla McConnell Telephone: 641-799-3191

Email: (optional) \_\_\_\_\_

Address: 34 Schwartz Dr ZIP: 52501

Business: Re/max Pride Telephone: 641-683-3777

Address: 2437 Northgate St ZIP: 52501

Date Available for Appointment evenings E-Mail: kayla@remaxpride.com

Present occupation: Realtor and Dental Hygienist

Previous Employment: \_\_\_\_\_

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).

Iowa Dental Hygienists Association  
Young Professionals - Albia  
Iowa Board of Realtors  
NAR

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

RDH  
real estate sales associate

**Personal:**

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

Yes \_\_\_\_\_ No



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

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

Yes \_\_\_\_\_ No

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

Yes \_\_\_\_\_ No

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

Yes  No \_\_\_\_\_

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

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

background in real estate and interest in enhancing our community

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

allocating for our residents

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

advocate for improvement

access to the MLS and knowledge of real estate as well as connection with law enforcement

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

Kate Blaine  
Signature

5.1.24  
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:



**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

I, Kayla McConnell, (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 7.15.1991

Kayla McConnell

**Signature of Applicant**

3.25.24

**Date**

Board/Commission applying for Zoning board of adjustment

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

(Received 4-11-24)  
(Approved by R.F.  
eh 4-11-24)

**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:

WATER WORKS

Name: EDWARD WILSON Telephone: 641 980 6066

Email: (optional) ED@BUFFEROVERRUN.COM

Address: 220 PENNSYLVANIA ZIP: 52501

Business: RETIRED Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date Available for Appointment \_\_\_\_\_ E-Mail: \_\_\_\_\_

Present occupation: RETIRED

Previous Employment: JOHN DEERE

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).

CIVIL SERVICE COMMISSION - OTTUMWA  
CHAIRMAN - ST. MARYS PARISH COUNCIL

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

BS MECHANICAL ENGINEERING  
P.E. NEW YORK, NEW JERSEY, PENNSYLVANIA

**Personal:**

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

Yes \_\_\_\_\_ No



(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

EDWARD WILSON - SON

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

Yes  No

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

Yes  No

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

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

30 YEARS AT JOHN DEERE  
RESPONSIBLE FOR FACILITIES CHANGES

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

HELP GUIDE BOARD

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

40 YEARS EXPERIENCE

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

Edward Wilson  
Signature

4/8/24  
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>FACILITIES ENGINEERING</u> |
| Advocacy experience        | _____                         |
| Community involvement      | _____                         |
| Current profession         | <u>RETIRED</u>                |
| Highest level of education | <u>BSME</u>                   |
| Race                       | <u>WHITE</u>                  |
| Creed                      | _____                         |
| Ethnicity                  | _____                         |
| Color                      | _____                         |
| Sex                        | <u>MALE</u>                   |
| Sexual orientation         | _____                         |
| Gender identity            | _____                         |
| National origin            | _____                         |
| Age                        | <u>74</u>                     |
| Religion                   | <u>CATHOLIC</u>               |
| Disability                 | <u>NONE</u>                   |





**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

I, XAVIER EDWARD WILSON (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 JUNE 21, 1949

Xavier Edward Wilson

9/8/29

**Signature of Applicant**

**Date**

Board/Commission applying for WATER WORKS

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



**received**  
6.13.24

**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 Public Library Board of Trustees

Name: LeAna Lemberger Telephone: 641 455 1763

Email: (optional) leighmichaels  
@hotmail.com

Address: 12 Birchwood Heights Drive ZIP: 52501

Business: PBL Limited  
Self-employed writer Telephone: 641 575 6259

Address: same ZIP: 52501

Date Available for Appointment immediate E-Mail: same

Present occupation: self-employed writer, Teacher, editor

Previous Employment: librarian

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 Public Library board of trustees  
Member & former chair - Libraries Advancement  
Council - University of Iowa Libraries  
President - Ottumwa Public Library Foundation

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

**Personal:**

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

Yes X No \_\_\_\_\_

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

1978-1983 Ottawa Public Library  
branch librarian, reference librarian

Are you related to any employee or appointee of the City of Ottawa? (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?

Past experience as a librarian; 40 years of involvement with books, publishing, intellectual rights, censorship concerns

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

Preserve and protect the rights of the public to free access to information.

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

My experience in writing and publishing gives me a unique perspective on artistic freedom, freedom of expression, need for access to information.

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

  
\_\_\_\_\_  
Signature

06-12-2024  
\_\_\_\_\_  
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:





**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

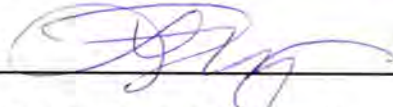
I, LeAnn Marie Leiberger, (**PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME**) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

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 07-27-1954



06-12-2024

**Signature of Applicant**

**Date**

Board/Commission applying for Ottumwa Public Library Board of Trustees

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

6:12 24 800 AM



# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jun 18, 2024

Christina Reinhard *CJR*

Prepared By

Police

Department

Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and U.S. Smoke Shop #1. 2nd Violation

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement 2nd Violation with U.S. Smoke Shop #1 at 610 Church Street.

DISCUSSION: On May 8, 2024, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:  
U.S. Smoke Shop #1  
610 Church Street  
Ottumwa, Iowa

The above-captioned permit holder committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



cigarettes to any person under the twenty-one years of age and that this was the second violation of this statute. Pursuant to the Agreement, it is therefore ordered that a civil penalty in the form of a one thousand five hundred dollar (\$1,500.00) fine be accepted for a violation that occurred on May 8, 2024. This sanction shall count as a second violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(b). Permittee has remitted payment of its civil penalty in this matter in full to the City Clerk, and, therefore, judgment in this matter is hereby satisfied. The City Council shall authorize the Mayor to sign the order accepting acknowledgment/settlement agreement - 2nd Violation.

**ORDER ACCEPTING ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT  
2<sup>ND</sup> VIOLATION**

BEFORE THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA

---

IN RE:

U.S. Smoke Shop #1  
610 Church Street  
Ottumwa, Iowa 52501

Iowa 2011, LLC  
d/b/a U.S. Smoke Shop #1  
2000 Wiley Blvd., Ste. 106  
Cedar Rapids, Iowa 52404

**ORDER ACCEPTING  
ACKNOWLEDGMENT/SETTLEMENT  
AGREEMENT**

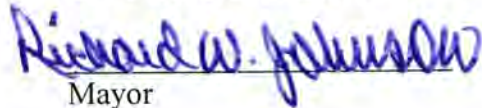
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ON this 18th day of June, 2024, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above-captioned permittee and the City of Ottumwa, Iowa.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty in the form of a one thousand five hundred dollar (\$1,500.00) fine be accepted for a violation that occurred on May 8, 2024. This sanction shall count as a second violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(b).

Permittee has remitted payment of its civil penalty in this matter in full to the City Clerk, and, therefore, judgment in this matter is hereby satisfied.

CITY OF OTTUMWA

  
Mayor

ATTEST:

  
City Clerk

02363146\10981-1000

✓

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
2<sup>nd</sup> VIOLATION**

---

IN RE:

U.S. Smoke Shop #1  
610 Church Street  
Ottumwa, Iowa 52501

Iowa 2011, LLC  
d/b/a U.S. Smoke Shop #1  
2000 Wiley Blvd., Ste. 106  
Cedar Rapids, Iowa 52404

**ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on May 8, 2024 will count as an official "Second Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this second violation is a \$1,500.00 fine or a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 30 days, beginning on the date that will be specified in the official City of Ottumwa order that I will receive. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE



Signature

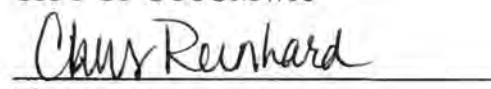
owner

Title

6-10-24

Date

CITY OF OTTUMWA



Signature

City Clerk

Title

6-10-2024

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:

- \$1,500 fine
- 30-day cigarette/tobacco/nicotine/vapor permit suspension

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$1,500.00 made payable to the "City of Ottumwa" (if choice of penalty is the fine), should be returned to:**

**Logan S. Brundage, Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**



**Instructions on the reverse side**

For period (MM/DD/YYYY) 10 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: US SMOKE SHOP #1  
Physical location address: 610 CHURCH ST City: OTTUMWA ZIP: 52501  
Mailing address: 2000 WILEY BLVD SW STE 106 City: CR State: IA ZIP: 52404  
Business phone number: 319-229-4300

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP IOWA 2011 LLC  
Mailing address: 2000 WILEY BLVD SW STE 106 City: CR State: IA ZIP: 52404  
Phone number: 319-229-4300 Fax number: \_\_\_\_\_ Email: updown786.a.hotmail.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other  \_\_\_\_\_

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): RASHAD KHAN Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 9-14-23 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: 10/3/2023
- Fill in the permit number issued by the city/county: 5475
- Fill in the name of the city or county issuing the permit: Ottumwa
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



STATE OF IOWA  
RETAIL  
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT

City Number 5475-2024

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

Business Location Name: US Smoke Shop No. 1

Business Location Address: 610 Church St.

Ottumwa, IA 52501

Ownership Type: LLC

Legal Owner Name: Iowa 2011, LLC

Legal Owner Mailing Address: 2000 Wiley Blvd. SW Ste. 106

Cedar Rapids, IA 52404

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

This permit is nontransferable, is effective from October 1, 20 23 and  
automatically expires on June 30, 2024, unless suspended or revoked.

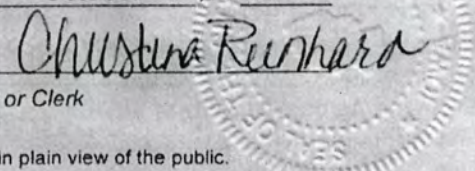
*In Testimony Whereof, I have caused the seal of the said*

City Ottumwa to be hereunto affixed. Done at Ottumwa

in the State of Iowa, this 4th day of October, 20 23.

Issued By: Christina Reinhard, City Clerk

City Mayor or Clerk







OP2024061641

# VIII. Compliance Check Form FY 2024

Retailer: US Smoke Shop #1 Address: 610 Church St.

City: Ottumwa State: IA ZIP: 52501

**RESULTS** (check one):

Date Checked: 5-8-2024 Time Checked: 1733

Clerk Information:  Male  Female

(NAME ONLY REQUIRED IF NON-COMPLIANT):

First Name: Parveen Middle Initial: \_\_\_\_\_

Last Name: Kumar Case #: OP2024001641

I have issued a criminal citation to the clerk listed above for selling tobacco, alternative nicotine or vapor products to a person under age twenty-one. Iowa Code § 453A.2(1).

(NOTE: If the compliance check result is Non-Compliant, a citation must be issued before your department may receive payment.)

**Compliance Results:**

Compliant

Non-Compliant

Unable to Complete (Not Applicable)

**If Unable to Complete the Compliance Check** (check one)

Establishment has a **VALID PERMIT** but Does Not Sell Tobacco, Alternative Nicotine or Vapor Products.  
- Permit Status Verified by City Clerk or County Auditor

Establishment No Longer Holds a Valid Tobacco, Alternative Nicotine or Vapor Product Permit

Establishment is Out of Business

Establishment is designated as an "Unsatisfactory Condition"  
- "Unsatisfactory Condition" verified by IDR PC / Investigator - Officer Conducted a Walk-Through of the Premises (Explanation Required in Comments Section Below)

If none of the above reasons apply, write reason and explanation on the back of the form—see page 4 for reason list.

**OFFICER INFORMATION (OFFICER THAT CONDUCTED COMPLIANCE CHECK):**

First Name: Michael Middle Initial: J Last Name: Murphy

Badge: 76 Department: OPD

**CONFIDENTIAL INFORMANT (CI):**

CI Age:  16  17  18  19  20

CI Gender:  Male  Female CI Number: 2172 (Last 4 digits of CI's ID)

CI Race:  Black  American Indian/ Alaskan Native  Asian/ Pacific Islander  White  Unknown

CI Ethnicity:  Not of Hispanic Origin  Hispanic Origin  Unknown

**RESULTS OF ATTEMPTED PURCHASE:**

Attempted Purchase Item:  Cigarettes  Smokeless Tobacco  Other Tobacco Product

Vapor Product  Alternative Nicotine Product

Age Requested?  YES  NO

ID Requested?  YES  NO

**COMMENTS:**

Officer Signature: [Signature] \$75

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA  
(or)  
(CITY OF OTTUMWA)

Before Magistrate \_\_\_\_\_  
Criminal Number \_\_\_\_\_

Ottumwa Police Case #: OP2024001641

vs.  
Defendant: **Parveen Kumar**  
Address:



**COMPLAINT AND AFFIDAVIT**

The defendant is accused of the crime of Selling Tobacco, Vape Product To Person Under Age 21  
in violation of section 453A.2(1) of the Iowa Criminal Code/2017 or section \_\_\_\_\_  
of the City of Ottumwa Code in that the Defendant on or about the 8th day of May, 20 24  
at approximately 5:33 PM at 620 Church St (US Smoke Shop #1), Ottumwa, Ia 52501  
in Wapello County, did commit the act of Sell Tobacco,Vape Product To Person Under Age 21

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable,  
(1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or  
(2) be detained, if already in custody, pending further proceedings;  
and that said Defendant otherwise be dealt with according to law.

Complainant \_\_\_\_\_  
Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss.,

Parveen Kumar

**AFFIDAVIT**

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

**Officers were conducting compliance checks of licensed tobacco establishments in Ottumwa where a 19 year old female was sent inside the listed establishment to purchase a vape product. Upon entering, the underage female purchased a vape product for \$16.00. The female exited the store where officers identified the above defendant as the clerk that sold the product. The above defendant did admit that he sold the vape product without asking for identification from the underage female. The above defendant was issued a police citation and released to appear in court.**

(Simple)

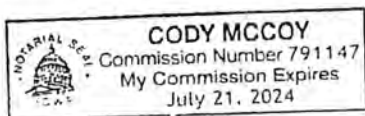
Victim:  
Witness 1:  
Witness 2:

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the 9<sup>th</sup> day of MAY, 20 24

\_\_\_\_\_  
Signature of Notary

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



\_\_\_\_\_  
Magistrate

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### Summary

Title: STATE VS KUMAR, PARVEEN  
Case: 08901 SMSM049882 (WAPELLO)

EDMS

**Originating County**      **Created**  
WAPELLO                      05/09/2024

**Disposition Status**      **Disposition Date**      **Reopened Date**      **Microfilm Ref**  
GUILTY                      05/15/2024  
PLEA/DEFAULT

### Charges      Speedy Trial:

| <b><u>Count</u></b> | <b><u>Original Charge</u></b>                                       | <b><u>Offense Date</u></b> | <b><u>Charge Class</u></b> | <b><u>Adjudication</u></b>     | <b><u>Adjudication Charge</u></b>                                   | <b><u>Adjudication Class</u></b> |
|---------------------|---|----------------------------|----------------------------|--------------------------------|---|----------------------------------|
| 01                  | EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF | 05/08/2024                 | SCHEDULED VIOLATION        | GUILTY - NEGOTIATED/VOLUN PLEA | EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF | SCHEDULED VIOLATION              |

CN=John Q Public,O=JUDICIAL

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92JDSM

## IOWA DISTRICT COURT FOR WAPELLO COUNTY

STATE OF IOWA  
Plaintiff,

vs.

PARVEEN KUMAR  
Defendant.

Case No: 08901 SMSM049882

**JUDGMENT AND SENTENCE****Charge(s): 01 - 453A.2(1) - EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF**

Defendant appeared in person, without attorney, having knowingly and voluntarily waived same. The State was represented by na. The Defendant appears and pleads guilty. The Court is satisfied that Defendant understands the charge, the penal consequences, the Constitutional rights being waived, and finds there is a factual basis for the plea and the plea is voluntary. THE COURT ACCEPTS THE PLEA.

The Defendant was informed of his/her right to a later sentencing hearing, and knowingly and voluntarily waived time for sentencing. Defendant requested immediate sentencing.

**DEFENDANT WAS ADJUDGED GUILTY OF THE ABOVE OFFENSE**, and after considering the nature and seriousness of the offense, the impact on the victim and the community, rehabilitation of the defendant, and protection of the community from further offenses by the defendant and others, the Court entered the following sentence:

The Defendant shall pay a fine of **\$135.00**, plus criminal services surcharge of fifteen (15) percent of the fine.

The Defendant shall pay **court costs** and court-appointed attorney fees (if any) ("Category B Restitution"). Defendant may request that the Court determine whether Defendant has the reasonable ability to pay the full amount of those items within thirty (30) days. If Defendant does not request that the Court make that determination, the Court will presume that Defendant has the ability to pay the full amount of Category B restitution. If no request for a hearing is timely filed, Defendant will also lose any chance to challenge Defendant's ability to pay the full amount of the Category B restitution ordered.

**Judgment must be paid within 30 days from the date of this Order.** Defendant is notified that a failure to make a timely payment may result in the initiation of an action regarding Defendant's motor vehicle registration or suspension of Defendant's driver's license, or both. Court debt is deemed delinquent if it is not paid within thirty (30) days after it is assessed pursuant to Iowa Code Section 602.8107(2)(d). Judgment may be paid on-line at [www.iowacourts.gov](http://www.iowacourts.gov) or at the Office of the WAPELLO County Clerk of Court or mailed to CLERK OF DISTRICT COURT, WAPELLO COUNTY COURTHOUSE, 101 WEST 4TH ST, OTTUMWA IA 52501-2518.



This is a Final Judgment and Sentence. If Defendant wishes to appeal, Defendant must file a written notice of appeal and pay any applicable filing fees to the Clerk of Court within ten (10) days (twenty days if a civil infraction) of the date of this Order. The Defendant is advised that he/she has no automatic right to an appeal of a guilty plea. However, if the Defendant alleges good cause and/or a defect in the plea proceedings or improper denial of a motion in arrest of judgment, the Defendant has ten (10) days (twenty days if a civil infraction) to file a written Application for Permission to Appeal and an Application to Authorize Transcripts to be prepared at State expense. The appellate court will determine whether the application is granted or denied, and under what conditions it will proceed, if any. Bond on appeal is fixed in the amount of \$500.00. All other bonds in this matter are EXONERATED.

The Clerk of Court shall provide copies of this Order to:  
County or City Attorney



State of Iowa Courts

**Case Number**  
SMSM049882  
**Type:**

**Case Title**  
STATE VS KUMAR, PARVEEN  
ORDER OF DISPOSITION

So Ordered

A handwritten signature in cursive script, appearing to read "Misty White".

---

Misty White, Magistrate,  
Eighth Judicial District of Iowa

Electronically signed on 2024-05-15 09:14:49

**CITY OF OTTUMWA  
NOTICE OF HEARING  
2<sup>nd</sup> VIOLATION**

May 21, 2024

Iowa 2011, LLC  
d/b/a U.S. Smoke Shop #1  
2000 Wiley Blvd., Ste. 106  
Cedar Rapids, Iowa 52404

RE: U.S. Smoke Shop #1  
610 Church Street  
Ottumwa, Iowa 52501

To Whom It May Concern:

On May 8, 2024, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, specifically a vapor product; the employee was issued a citation for the violation; and the employee subsequently pled guilty to the charge. Upon review, I find that this is the second violation against your business for selling tobacco products to an underage person within a period of two years. Iowa Code Section 453A.22(2)(b) requires that the City either assess a civil penalty against a retailer in the amount of \$1,500.00 or impose a 30-day tobacco permit suspension for the second violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council on the alleged complaint. The hearing is set for **5:30 PM on Tuesday, June 18, 2024**, at the Bridge View Center, located at 102 Church Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the available penalties of either a \$1,500.00 civil penalty or a 30-day tobacco permit suspension.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to Assistant City Attorney Logan S. Brundage, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than **June 11, 2024**. With this Acknowledgment /

Settlement Agreement, you must select your preferred penalty, and, if a \$1,500.00 civil penalty, include a check for that amount, made payable to the "City of Ottumwa". Accepting and abiding by the terms of the Acknowledgement / Settlement Agreement will satisfy the penalty for a second violation under Iowa Code section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 246-0331, or if you have obtained representation by an attorney in this matter, he/she should contact me.

  
Logan S. Brundage, Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
lbrundage@ahlerslaw.com



**CITY OF OTTUMWA  
HEARING COMPLAINT  
2<sup>nd</sup> VIOLATION**

---

IN RE:

U.S. Smoke Shop #1  
610 Church Street  
Ottumwa, Iowa 52501

Iowa 2011, LLC  
d/b/a U.S. Smoke Shop #1  
2000 Wiley Blvd., Ste. 106  
Cedar Rapids, Iowa 52404

**HEARING COMPLAINT**

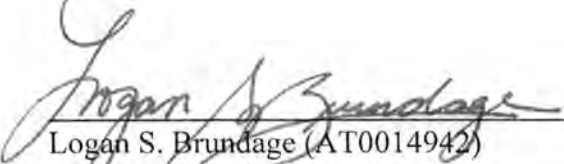
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The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
  
2. Iowa Code section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine or a thirty-day cigarette permit suspension for a second violation of Iowa Code section 453A.2(1) within two years.
  
3. On or about May 8, 2024, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or

cigarettes to a person under twenty-one years of age. A copy of the Compliance Check and Criminal Conviction is attached and incorporated herein.

4. On February 2, 2024, the permit holder or employee of the permit holder was charged with a violation of Iowa Code section 453A.2 and the defendant appeared and pled guilty on February 9, 2024, thus constituting a first violation of Iowa Code section 453A.2 within two years. The civil penalty was handled by the City of Ottumwa, Iowa.
  
5. Therefore, in accordance with Iowa law, the City of Ottumwa, Iowa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of a one thousand, five hundred dollars (\$1,500.00) fine or impose a thirty-day tobacco permit suspension against Iowa 2011, LLC, d/b/a U.S. Smoke Shop #1.



Logan S. Brundage (AT0014942)  
Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
lbrundage@ahlerslaw.com  
ATTORNEY FOR CITY OF OTTUMWA

received  
61374 1015  
Item No. B.-6.

CITY OF OTTUMWA

Staff Summary

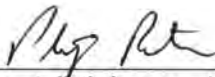
\*\* ACTION ITEM \*\*

Council Meeting of: June 18, 2024

John Lloyd WPCF Superintendent  
Prepared By

Public Works - WPCF  
Department

Phillip Burgmeier Public Works Director PB  
Department Head

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

AGENDA TITLE: CSO Samplers Replacements

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

RECOMMENDATION:

Approve the CSO Sampler Replacement

DISCUSSION: This is to replace Combined Sewer Overflow (CSO) samplers at Northside, Blakes Branch and Finley CSO Stations. The samplers at those stations are not functioning and we no longer have parts for them. We did not quote other manufacturers since the flow sensors are proprietary with Hach samplers. Because the equipment is from the same manufacturer the price came in equal in 3 quotes and the other quote was higher. Staff recommends Onsite for the purchase of the CSO Samplers.

|                        | Sampler        | Tubing   | Aux Cable | Per Unit   | Total       |
|------------------------|----------------|----------|-----------|------------|-------------|
|                        | ASR.CXXX1X11XX | 923      | 8528500   | Expense    | Expense     |
| <b>Onsite</b>          |                |          |           | \$8,155.00 | \$24,465.00 |
| <b>Core &amp; Main</b> | \$7,721.00     | \$204.00 | \$230.00  | \$8,155.00 | \$24,465.00 |
| <b>Hach</b>            | \$7,721.00     | \$204.00 | \$230.00  | \$8,155.00 | \$24,465.00 |
| <b>USA Bluebook</b>    | \$7,721.00     | \$204.00 | \$293.33  | \$8,218.33 | \$24,654.99 |

This purchase would come from Capital Projects which was budgeted \$25,000 for the current fiscal year.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO



Onsite Service Solutions, LLC  
 809 Wheeler St  
 STE 110-349  
 Ames, IA 50010

Phone # 970-581-9952

# Quote

|          |         |
|----------|---------|
| Date     | Quote # |
| 5/8/2024 | 11647   |

|   |
|---|
| <b>Bill To:</b>   |
| City of Ottumwa WPC<br>2222 S. Emma Street<br>Ottumwa, IA 52501 |

|  |
|--|
| <b>Ship To:</b>  |
| City of Ottumwa WPC<br>Attn: Doyle Moore<br>2222 S. Emma Street<br>Ottumwa, IA 52501 |

Customer E-mail: moored@ottumwa.us  
 Customer Phone: 641-683-0641

|           |
|-----------|
| Account # |
| 10002     |

| Item                 | Description   | Qty | Price Ea | Total    |
|----------------------|---|-----|----------|----------|
| AS950 Sampler - 5.5G | AS950 Refrigerated Sampler w/1-5.5 GAL Bottle, Intake Tubing, Aux Half Cable, 9ft<br>Expected lead time is 75 days<br>-----<br>Actual Truck/ground freight charges are additional and will be added to invoice.<br>-----<br>Quote expires 6-25-24 | 1   | 8,155.00 | 8,155.00 |

\*\* Payment Due Upon Completion of Service \*\*

**Total** \$8,155.00

Please Contact: Andy Palmer at 970-581-9952 if you have any questions or need further assistance

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

Acceptance Signature \_\_\_\_\_

P.O. No. \_\_\_\_\_



**received**  
6.13.24 4pm

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jun 18, 2024

Christina Reinhard  
Prepared By

Administration  
Department

\_\_\_\_\_  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution No. 148-2024 - Resolution approving the Wapello County /  
City of Ottumwa Law Enforcement Center Maintenance Budget for the  
Fiscal Year Ending June 30, 2025.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 148-2024.

DISCUSSION: It is required by the Joint Law Enforcement Center (JLEC) Agreement for the Police Chief, County Sheriff, County Auditor, and City Director of Finance to develop a budget and the agreement for both County Board of Supervisors and City Council Approval. The Maintenance Fund is maintained by the Wapello County Auditor, who has provided the estimates for the budget.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

RESOLUTION NO. 148-2024

A RESOLUTION APPROVING THE WAPELLO COUNTY / CITY OF OTTUMWA LAW ENFORCEMENT CENTER MAINTENANCE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

WHEREAS, the City of Ottumwa and Wapello County jointly occupy a facility known as the Law Enforcement Center; and

WHEREAS, the City of Ottumwa and Wapello County have entered into a Joint Law Enforcement Center Agreement regarding facility maintenance; and

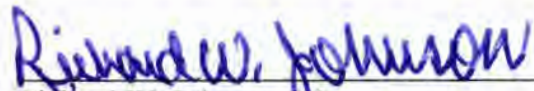
WHEREAS, an annual budget has been prepared and forwarded to the City for consideration.

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

The annual budget for the fiscal year ending June 30, 2025 as set forth in the attached summary is hereby approved and the Mayor is authorized to execute on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 18<sup>th</sup> day of June, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor


ATTEST:

  
Christina Reinhard, City Clerk

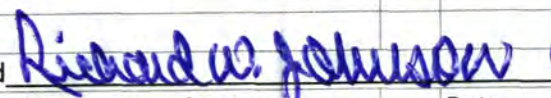
**2024-2025 WAPELLO COUNTY/CITY OF OTTUMWA LAW ENFORCEMENT CENTER MAINTENANCE BUDGET**

FUND 15 - DEPARTMENT 14

| RESOURCES:<br>BEGINNING FUND BALANCES<br>and<br>INCOME | LINE | (A)<br>Actual<br>Fiscal Year<br>Beginning July<br>1, 2022 | (B)<br>Re-Estimated<br>Fiscal Year<br>Beginning<br>July 1, 2023 | (C)<br>Fiscal Year<br>Beginning<br>July 1, 2024 | REQUIREMENTS:<br>EXPENDITURES AND<br>ENDING FUND BALANCE | LINE | (A)<br>Actual Fiscal<br>Year Ending<br>June 30, 2023 | (B)<br>Re-Estimated<br>Fiscal Year<br>Ending June 30,<br>2024 | (C)<br>Fiscal Year<br>Ending June<br>30, 2025 |
|--|------|---|---|---|--|------|--|---|---|
|  | 1    |   |   |   |  | 1    |  |   |   |
|  | 2    |   |   |   |  | 2    |  |   |   |
|  | 3    |   |   |   | 430-Natural Gas  | 3    |  |   |   |
|  | 4    |   |   |   | 431-Electric Power                                       | 4    |  |   |   |
|  | 5    |   |   |   | 432-Water  | 5    |  |   |   |
|  | 6    |   |   |   |  | 6    |  |   |   |
| COUNTY SHARE PER SQ. FT.(D)                            | 7    |   |   |   | 441--Building Repair/Maint                               | 7    | 5,595  | 3,509   | 8,000   |
| CITY SHARE PER SQ. FT.(D)                              | 8    |   |   |   | 442-Fixed Plant Equipment                                | 8    | 46,691   | 45,431  | 45,000  |
| COUNTY SHARE MISC (8)                                  | 9    |   |   | 24,000  | 445--Plumbing Equipment                                  | 9    | 39,796   | 54,216  | 20,000  |
| CITY SHARE MISC (8)                                    | 10   |   | 7,649   | 7,687   | 462--Real Property Insurance                             | 10   | 16,898   |   | 18,000  |
| EXCESS FROM HOUSING (B)(line 26)                       | 11   | 4,860   | 1,080   | 10,000  | Inter-Fund Transfer                                      | 11   |  |   |   |
| INTEREST EARNED ON FUND (C)                            | 12   | 16,245  | 16,342  | 2,500   |  | 12   |  |   |   |
| OTHER (LIST)   | 13   |   |   |   | <b>Major Repairs</b>                                     | 13   |  |   |   |
| Local Option Tax                                       | 14   |   |   |   | 610--Building-Roofs                                      | 14   | 102,864  | 41,828  | 45,000  |
| Refunds  | 15   |   |   |   | 611--Air Conditioning                                    | 15   |  |   |   |
| Miscellaneous  | 16   |   | 23,275  |   | 612--Major Heating                                       | 16   |  |   |   |
| Inter-Fund Transfer                                    | 17   |   |   |   | 613--Major Plumbing                                      | 17   |  |   |   |
|  | 18   |   |   |   |  | 18   |  |   |   |
|  | 19   |   |   |   |  | 19   |  |   |   |
|  | 20   |   |   |   |  | 20   |  |   |   |
| Sub-Total Other Receipts                               | 21   | 21,105  | 48,346  | 44,187  | Sub-Total Expenditures                                   | 21   | 211,844  | 144,984   | 136,000                                       |
| BEGINNING FUND BALANCE AND OTHER<br>RECEIPTS           | 22   | 372,761   | 465,338   | 656,077   | ENDING FUND BALANCE                                      | 22   | 465,338  | 372,761   | 280,948                                       |
|  | 23   |   |   |   |  | 23   |  |   |   |
|  | 24   |   |   |   |  | 24   |  |   |   |
| <b>TOTAL RESOURCES</b>                                 | 25   | 416,948   | 508,761   | 677,182   | <b>TOTAL REQUIREMENTS</b>                                | 25   | 677,182  | 508,761   | 416,948                                       |

Signed   
Chair, Board of Supervisors

5.28.2024  
Date

Signed  6/18/24  
Mayor, City of Ottumwa Date



| CITY NUMBER | BUSINESS LOCATION NAME                     | BUSINESS LOCATION ADDRESS | CITY STATE ZIP    | TYPE OF SALES    | OWNERSHIP TYPE | LEGAL OWNER NAME                  | LEGAL OWNER MAILING ADDRESS        | CITY STATE ZIP             |
|-------------|--|---------------------------|-------------------|------------------|----------------|-----------------------------------|------------------------------------|----------------------------|
| 2135-2025   | Casey's General Store #2208                | 1603 W. Second            | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Casey's Marketing Company         | 1 SE Convenience Blvd              | Ankeny, IA 50021           |
| 2136-2025   | Casey's General Store #1886                | 504 W. Mary               | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Casey's Marketing Company         | 1 SE Convenience Blvd              | Ankeny, IA 50021           |
| 2137-2025   | Casey's General Store #1678                | 346 Richmond Ave.         | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Casey's Marketing Company         | 1 SE Convenience Blvd              | Ankeny, IA 50021           |
| 2138-2025   | Casey's General Store #7                   | 1001 E. Main              | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Casey's Marketing Company         | 1 SE Convenience Blvd              | Ankeny, IA 50021           |
| 2160-2025   | BP   | 1340 Albia Road           | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Elliott Oil Company               | P.O. Box 473                       | Ottumwa, IA 52501          |
| 2161-2025   | BP   | 1301 N. Court             | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Elliott Oil Company               | P.O. Box 473                       | Ottumwa, IA 52501          |
| 2162-2025   | BP   | 1147 N. Jefferson         | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Elliott Oil Company               | P.O. Box 473                       | Ottumwa, IA 52501          |
| 2163-2025   | BP   | 720 Richmond              | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Elliott Oil Company               | P.O. Box 473                       | Ottumwa, IA 52501          |
| 2164-2025   | BP   | 1049 W. Second            | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Elliott Oil Company               | P.O. Box 473                       | Ottumwa, IA 52501          |
| 2187-2025   | Fareway Stores, Inc. #648                  | 1325 Albia Rd.            | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Fareway Stores, Inc.              | P.O. Box 70                        | Boone, IA 50036            |
| 2203-2025   | Smokin Hot                                 | 2604 N. Court, Suite A.   | Ottumwa, IA 52501 | Over-the-counter | LLC            | Smokin Hot LLC                    | 2604 N. Court, Suite A             | Ottumwa, IA 52501          |
| 2228-2025   | Yesway #1012                               | 2508 N. Court St.         | Ottumwa, IA 52501 | Over-the-counter | LLC            | BW Gas & Convenience Retail       | 2301 Eagle Parkway, Suite 100      | Fort Worth, TX 76177       |
| 2229-2025   | Yesway #1013                               | 534 Church St.            | Ottumwa, IA 52501 | Over-the-counter | LLC            | BW Gas & Convenience Retail       | 2301 Eagle Parkway, Suite 100      | Fort Worth, TX 76177       |
| 2230-2025   | Yesway #1014                               | 502 W. Second             | Ottumwa, IA 52501 | Over-the-counter | LLC            | BW Gas & Convenience Retail       | 2301 Eagle Parkway, Suite 100      | Fort Worth, TX 76177       |
| 2231-2025   | Yesway #1030                               | 1317 E. Mary              | Ottumwa, IA 52501 | Over-the-counter | LLC            | BW Gas & Convenience Retail       | 2301 Eagle Parkway, Suite 100      | Fort Worth, TX 76177       |
| 2239-2025   | Walgreens #1301                            | 327 W. Fourth St.         | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Walgreen Co.                      | P.O. Box 901                       | Deerfield, IL 60015        |
| 2243-2025   | Dollar General #7179                       | 721 N. Quincy Ave.        | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Dolgencorp, LLC                   | Attn: Licensing, 100 Mission Ridge | Goodlettsville, TN 37072   |
| 2245-2025   | Dollar General #2898                       | 921 E. Main St.           | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Dolgencorp, LLC                   | Attn: Licensing, 100 Mission Ridge | Goodlettsville, TN 37072   |
| 2250-2025   | Smokin' Joe's Tobacco and Liquor Outlet #5 | 115 Albia Rd.             | Ottumwa, IA 52501 | Over-the-counter | Corporation    | The Outlet, Inc.                  | 1916 N. Sturdevant St.             | Davenport, IA 52804        |
| 2251-2025   | Walmart #1285                              | 1940 Venture Dr.          | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Walmart Inc.                      | 702 SW 8th St, MS#0500             | Bentonville, AR 72716-0500 |
| 2252-2025   | Fine Liquor & Tobacco                      | 821 B Albia Rd            | Ottumwa, IA 52501 | Over-the-counter | LLC            | 3 Star Food, LLC                  | 821 B Albia Rd.                    | Ottumwa, IA 52501          |
| 2253-2025   | Iowa Liquor & Tobacco                      | 1021 E. Main St.          | Ottumwa, IA 52501 | Over-the-counter | LLC            | All Star Food, LLC                | 1021 E. Main St.                   | Ottumwa, IA 52501          |
| 2256-2025   | Hy-Vee Food Store #1                       | 1025 N. Quincy            | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Hy-Vee, Inc.                      | 5820 Westown Parkway               | West Des Moines, IA 50266  |
| 2257-2025   | Hy-Vee Fast & Fresh #1                     | 1027 N. Quincy            | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Hy-Vee, Inc.                      | 5820 Westown Parkway               | West Des Moines, IA 50266  |
| 2259-2025   | Hy-Vee Fast & Fresh #2                     | 2457 N. Court St.         | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Hy-Vee, Inc.                      | 5820 Westown Parkway               | West Des Moines, IA 50266  |
| 2260-2025   | Hy-Vee Drugstore                           | 1140 N. Jefferson St.     | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Hy-Vee, Inc.                      | 5820 Westown Parkway               | West Des Moines, IA 50266  |
| 2341-2025   | MAD Ave Quik Shop                          | 405 S. Madison Ave.       | Ottumwa, IA 52501 | Over-the-counter | LLC            | MAD JuStus LLC                    | 233 W. Alta Vista Ave.             | Ottumwa, IA 52501          |
| 2342-2025   | Murphy USA #6945                           | 1939 Venture Dr.          | Ottumwa, IA 52501 | Over-the-counter | Corporation    | Murphy Oil USA, Inc.              | Attn: Permits, P.O. Box 7300       | El Dorado, AR 71731        |
| 4144-2025   | Ross Tobacco Shop LLC                      | 129 E. Second St.         | Ottumwa, IA 52501 | Over-the-counter | LLC            | Ramzy Abdel-Gadir                 | 2101 Forrest Ave                   | Des Moines, IA 50311       |
| 5384-2025   | Pink Clouds Smoke Shop                     | 313 N. Madison            | Ottumwa, IA 52501 | Over-the-counter | LLC            | Ya Allah Madad LLC / Abdul Khaliq | 1400 6th St. SW                    | Cedar Rapids, IA 52404     |
| 5475-2025   | US Smoke Shop No. 1                        | 610 Church St.            | Ottumwa, IA 52501 | Over-the-counter | LLC            | Iowa 2011, LLC                    | 2000 Wiley Blvd. SW Ste. 106       | Cedar Rapids, IA 52404     |
| 4903-2025   | Dollar General #24713                      | 1235 Hutchinson Ave.      | Ottumwa, IA 52501 | Over-the-counter | LLC            | Dolgencorp, LLC                   | Attn: Licensing, 100 Mission Ridge | Goodlettsville, TN 37072   |
| 5476-2025   | US Smoke Shop No. 2                        | 508 N. Hancock            | Ottumwa, IA 52501 | Over-the-counter | LLC            | Iowa 36, LLC                      | 2000 Wiley Blvd. SW Ste. 106       | Cedar Rapids, IA 52404     |



10.13.24 130

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jun 18, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 146-2024: Resolution Approving and Authorizing Execution of a Landfill Gas License Agreement and Land Lease Agreement by and Between Vespene Energy, Inc. and the City of Ottumwa, IA for Certain Real Property at the Ottumwa/Wapello County Landfill, Locally Known ad 13277 165th Ave

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 146-2024

DISCUSSION: At previous public meetings of the Solid Waste Commission, the Council has reviewed the proposal by Vespene Energy for a self-sustaining microgrid project using gas captured at the Ottumwa/Wapello County Landfill. The Commission recommended entering an agreement with Vespene at the May 23, 2024 meeting. The City Attorney recommends that the City Council and County Supervisors separately approve the

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

proposal at their own meetings as the best interpretation of the existing 28E agreement. This resolution approves and authorizes the land lease for Vespene to set up their equipment as well as the gas license agreement which authorizes Vespene to run its equipment and produce energy on the site in exchange for the royalty.

Under this agreement, Vespene would front the cost of building the entire system and operate for 10 years. After 10 years, Vespene would have the first right of refusal for an additional 10-year term. Vespene will pay a royalty payment to the Commission. Based on the projected gas production, the royalty is estimated to total about \$1.6 million over 10 years. Royalty payments will start at an estimated \$136k in year 1 and scale up over the life of the project. This is because the project will increase in profitability according to the EPA e-RIN program going online around year 3 and the project maturing to sell power to the grid rather than relying on data center revenue. At the end of the agreement, the Landfill would own the infrastructure and could explore other options with the gas plant.

The royalty payment revenue is significant and justifies the program. Vespene is responsible for all start-up cost and for operating all equipment.

June 18, 2024

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

Doug McAntire, Keith Caviness, Cyan Bossou, Cara Galloway, Bill Hoffman Jr.

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

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

\* \* \* \* \*

Council Member Caviness then introduced the following proposed Resolution entitled " RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LANDFILL GAS LICENSE AGREEMENT AND LAND LEASE AGREEMENT BY AND BETWEEN VESPENE ENERGY, INC., AND THE CITY OF OTTUMWA, IOWA, FOR CERTAIN REAL PROPERTY AT THE OTTUMWA/WAPELLO COUNTY LANDFILL, LOCALLY KNOWN AS 13277 165TH AVE.", and moved that the same be adopted. Council Member Galloway seconded the motion to adopt. The roll was called, and the vote was:

AYES: McAntire, Caviness, Bossou, Galloway, Hoffman

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

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

RESOLUTION NO. 146-2024

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LANDFILL GAS LICENSE AGREEMENT AND LAND LEASE AGREEMENT BY AND BETWEEN VESPENE ENERGY, INC., AND THE CITY OF OTTUMWA, IOWA, FOR CERTAIN REAL PROPERTY AT THE OTTUMWA/WAPELLO COUNTY LANDFILL, LOCALLY KNOWN AS 13277 165TH AVE.

WHEREAS, pursuant to a 28E Agreement, the Ottumwa/Wapello County Landfill is owned and operated jointly by the City of Ottumwa and Wapello County Iowa; and

WHEREAS, City of Ottumwa staff have negotiated a Landfill Gas License Agreement and a Land Lease Agreement with Vespene Energy, Inc. (Vespene), for the purpose of constructing and operating a plant to produce electricity from landfill gas for an initial term of 20 years; and

WHEREAS, because the landfill is jointly owned by the City of Ottumwa and Wapello County, each entity is required to separately approve the agreements with Vespene; and

WHEREAS, the real property proposed to leased to Vespene under the Land Lease Agreement is generally described as follows:

Approximately 20,000 square feet at the Ottumwa/Wapello County landfill as depicted on Exhibit A to the Land Lease Agreement

(the "Property"); and

WHEREAS, the City Council has determined that the Landfill Gas License Agreement and Land Lease Agreement would further a public purpose and are in the best interests of the City and the 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 form and content of the Landfill Gas License Agreement and Land Lease Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor is authorized, empowered and directed to execute the Landfill Gas License Agreement and Land Lease Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by the Mayor and City Administrator.



Section 2. That said Landfill Gas License Agreement and Land Lease Agreement are subject to, and shall not become effective until, formal approval of the Wapello County Board of Supervisors.

PASSED AND APPROVED this June 18th, 2024.

  
\_\_\_\_\_  
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 18 day of June, 2024.

*Christina Reinhard*

City Clerk, City of Ottumwa, State of Iowa

AGREEMENT

LANDFILL GAS LICENSE AGREEMENT

BETWEEN

VESPENE ENERGY INC.

AND

OTTUMWA – WAPELLO COUNTY SOLID WASTE COMMISSION

FOR A LANDFILL GAS UTILIZATION PROJECT AT

13277 165<sup>th</sup> AVE., OTTUMWA, IA 52501

THIS AGREEMENT, made and entered into as of [June 1st, 2024] (the "Effective Date"), between Ottumwa – Wapello County Solid Waste Commission with principal offices [\_\_\_\_\_], ("**Owner**") and Vespene Energy Inc ("**Vespene**"). Owner and Vespene may be referred to individually as a "Party" or collectively as the "Parties" or "Parties to this Agreement".

## **I RECITALS**

A. WHEREAS it is the intent of the Parties to utilize beneficially the Landfill Gas produced at the Ottumwa – Wapello County Sanitary Landfill;

B. WHEREAS Owner owns and operates the Ottumwa – Wapello County Sanitary Landfill located at 13277 165<sup>th</sup> Ave., Ottumwa, IA 52501 (the "**Landfill**");

C. WHEREAS Landfill Gas is produced from decomposing refuse within the Landfill;

D. WHEREAS Vespene intends to contract with a third party contractor to construct LFG collection and combustion facilities at the Landfill, which shall be in compliance with applicable Federal, State and local laws and regulations, for energy production (the "**LFG Collection System**");

E. WHEREAS, Owner evaluated a proposal from Vespene and determined that the proposal would provide positive environmental and economic value advantageous to Owner;

F. WHEREAS Owner wishes to grant a license to Vespene to utilize any and all LFG collected by the LFG Collection System during the Term hereof in accordance with the terms and conditions of this Agreement for their exclusive use; and

G. WHEREAS Vespene intends to construct or cause to be constructed, own, operate, and maintain electric generation equipment fueled by LFG and certain other facilities at the Landfill in support of that activity; and

H. WHEREAS Vespene intends to utilize and will have sole ownership of electricity produced from the captured LFG under this Agreement, as well as all associated environmental attributes, credits and other benefits.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, Vespene and Owner do hereby agree as follows:

A. Vespene and Owner intend to cooperate to mutually agree upon and contract with a qualified third party landfill contractor for the installation, operations and maintenance of the LFG Collection System. Vespene intends to assume responsibly for the costs associated with the installation, operation and maintenance of the LFG Collection System. The LFG Collection System will be installed, operated and maintained in accordance with Article VII.

B. Vespene intends to construct the Plant at the Site to produce electricity from Landfill Gas.

C. As described in Article III.B, Owner shall make available to Vespene by Site Lease Agreement, an area within the property of the Landfill at which the Plant will be located.

D. As described in Article III.C, and the Site Lease Agreement, Vespene shall have the right to



conduct on the Site all operations necessary for or incidental to the processing of LFG and generation and delivery of electricity from the Plant. Vespene's use of the Site shall not interfere with Owner's operations at the Landfill, including within the Site. The Project may be altered, remodeled, reconstructed, rebuilt, replaced, renewed or expanded from time to time by Vespene; provided, however, that such actions are in accordance with all Applicable Laws. Further, any modifications to the Project shall require the prior written approval of Owner.

E. The performance of this Agreement is in the best interest of Owner and the health, safety, and welfare of its residents and is in accordance with the public purpose provisions of applicable federal, state and local laws and requirements.

The following Exhibits referred to in this Agreement are attached hereto, made a part hereof and incorporated herein by reference:

- EXHIBIT A Figures
- EXHIBIT B Definitions
- EXHIBIT C LFG Collection System Operations Scope
- EXHIBIT D Project Requirements and Locations
- EXHIBIT E Compensation Structure

## **II GENERAL PROVISIONS**

A. This Agreement supersedes all prior agreements, if any, between the Parties and their predecessors in interests regarding the subject matter of this Agreement.

B. Vespene and Owner shall mutually agree upon and contract with a qualified third party landfill contractor for the installation, operations and maintenance of the LFG Collection System.

C. Vespene represents and warrants that it has, or has available to it, the necessary expertise and qualifications to construct and operate the Plant and as contemplated in this Agreement. Labor, materials, and all work shall be performed in accordance with Accepted Industry Practice. Owner expressly relies upon Vespene's representations regarding its skills and knowledge.

D. The Parties shall enter into a Site Lease Agreement as a condition precedent to the effectiveness of this Agreement.

E. Vespene's officers, directors, employees, agents, contractors, and invitees shall comply with all of Owner's rules and requirements applicable to persons that enter the Landfill.

F. Owner shall, at no cost to Vespene, make available to Vespene any Landfill records, drawings, maps, and data as requested by Vespene that may be necessary or convenient in Vespene's pursuit of:

1. Required permits;
2. Government Incentives, Environmental Attributes, Tax Credits, or Project financing; and
3. Governmental and local community relations.

In addition Owner shall reasonably cooperate with and support Vespene in any permit application process Vespene, in its sole discretion, shall deem necessary, including but not limited to executing any documentation necessary to obtain said permits.

G. Owner shall allow Vespene reasonable access to the Landfill during normal business hours to evaluate the LFG Collection System, during and after construction thereof, and the potential production of LFG. Upon the commencement of the planning or construction of the Plant, Vespene shall have unrestricted access to the area of the Landfill upon which the Plant will be constructed, provided such access does not interfere with Owner's operation of the Landfill.

H. Vespene shall not grant a security interest or allow a lien or other encumbrance to be placed on the Landfill or any property owned by Owner.

I. Complying with all applicable environmental regulations takes precedent over the production of electricity from the LFG.

J. In case of apparent conflict between this Agreement and the Site Lease Agreement, the provisions of this Agreement will take precedence.

### **III PROJECT DESCRIPTION**

A. Subject to Completion of LFG Collection System, Vespene shall design, construct, operate, and maintain the Plant. The gross electrical power generation nameplate capacity of the Plant, subject to final design, is proposed to be approximately 900 kilowatts.

B. Owner shall make available to Vespene, the Site at which the Plant and certain other of Vespene's Facilities will be located. Availability of the Site will be by a Site Lease Agreement and subject to the terms set forth on Exhibit D.

C. Within the Site, Vespene shall have the right to conduct operations necessary for, or incidental to, the processing of LFG and generation and delivery of electricity from the Plant, provided such operations do not interfere with Owner's operations of the Landfill.

### **IV TERM**

A. Initial Term: Subject to the other provisions contained herein, this Agreement shall become effective on the Effective Date and shall continue in full force and effect for a period ending on the twentieth (20<sup>th</sup>) anniversary of the Operations Date, unless terminated as otherwise provided herein (the "Initial Term").

B. Renewal Term. This Agreement will automatically renew for additional terms of five (5) years each, commencing on the expiration dates of the Initial Term and each subsequent term unless otherwise terminated by either party by providing written notice at least ninety (90) before the expiration of the then current term to the non-terminating party (such total period of effectiveness, the "Term").

### **V LICENSE OF LFG**

A. General

1. Beginning on the Effective Date, Owner hereby grants to Vespene a license to utilize all LFG produced from the Landfill up to the capacity of the Landfill to make LFG and the LFG Collection System to collect LFG.

**B. Gas Quality**

1. Vespene accepts the LFG "as-is where- is" for the Term. Except as identified in this Agreement, Owner makes no representation, nor warrants, the quantity and quality of the LFG, or that the quantity and quality of the LFG is suitable for a LFG utilization project.

2. At least once per year, Vespene shall sample and test the LFG, quantifying methane, carbon-dioxide, carbon monoxide, nitrogen, oxygen, siloxanes, sulfur compounds, and any other component that Vespene determines to be important for the design of the Plant. Testing shall be in accordance with Article XIX. Results of this testing shall be forwarded to Owner.

3. Subject to the curative period set forth herein, Vespene may terminate this Agreement without liability to Owner if the LFG quality or quantity is unsatisfactory as determined by Vespene in its sole discretion following completion of the benchmark No. 1 in Article XIX.A. In the event Vespene determines the quality or quantity is unsatisfactory as set forth above, Vespene shall provide written notice to Owner of the deficiency and owner shall have a ninety (90) day period from the date of the written notice to cure any quality or quantity issues. If all quality or quantity issues identified by Vespene are not cured within said ninety (90) day period, Vespene may immediately terminate this Agreement.

**C. Vespene's Rights to Utilize LFG**

1. Except as explicitly identified herein, Vespene shall have the exclusive right to utilize LFG collected from the Landfill, regardless of whether the LFG is collected from systems installed by Owner or by Vespene. Except as explicitly identified herein, Owner shall not allow the collection of any LFG to or by any third party or use such LFG for Owner's own purposes.

**VI PERMITS**

A. Vespene shall be responsible for all environmental permitting and routine compliance reporting required by Federal, State, and local laws related to its activities at the Landfill, including but not limited to the capture, processing, and transportation/transmission of landfill gas. The Owner shall be responsible for all environmental permitting and routine compliance reporting required by Federal, State, and local laws related to normal landfill operations. The Parties shall cooperate and share necessary information to accomplish these permitting and compliance obligations.

B. Unless otherwise indicated, Vespene shall obtain all required permits that may be issued in its name required to complete the Project, including, but not necessarily limited to:

1. State or Local Air Pollution Control District ("APCD") request for Authority to Construct and Permit to Operate for the LFG utilization equipment.

2. Interconnection to electrical utility if electrical generation is proposed.
3. Building Department Permit and revision of the Conditional Use Permit as may be required.
4. Any other permits deemed necessary by Vespene in its sole discretion.

B. Owner shall reasonably cooperate with and support Vespene in any permit application process. Vespene, in its sole discretion, shall deem necessary, including but not limited to executing any documentation necessary to obtain said permits.

## **VII OPERATION AND MAINTENANCE OF THE LFG COLLECTION SYSTEM:**

### **A. General**

1. Vespene shall enter into a contract for the installation, maintenance and operation of the LFG Collection System with a third party contractor qualified to construct, install, maintain and operate such system. The selection of such third party contractor will be mutually agreed on by Vespene and Owner. Any such contract shall require the third party contractor use reasonable efforts to perform such operations in accordance with the guidelines attached hereto as Exhibit C. The LFG Collection System shall be constructed, installed, operated and maintained to maximize any applicable environmental credits capable of being generated under Applicable Laws.

### **B. Ownership, Financial Obligations, Environmental Liability and Termination**

1. Once constructed and installed, ownership of the LFG Collection System shall be vested in Vespene.

2. All costs associated with the construction, installation, operation and maintenance of the LFG Collection System shall be the sole responsibility of Vespene. Notwithstanding the foregoing, in the event any maintenance or repairs become necessary as a result of the negligence or willful misconduct of Owner, then the costs associated with such repairs and maintenance shall be the sole responsibility of Owner. If during the Term, the Landfill becomes regulated due to a change in the landfill size, operations or amendments to the Applicable Law, all costs associated with the ongoing operations and maintenance of the LFG Collection System shall be subject to negotiation between the Parties. If this occurs, the Parties shall negotiate in good faith to restructure the form of their Agreement. Such restructuring will maintain the economic fundamentals of this Agreement to the extent reasonably possible.

3. Any environmental liability and costs associated with any spills, leaks or other contaminate event in relation to the LFG Collection System shall be the sole responsibility of Vespene. Notwithstanding the foregoing, any environmental liability and costs associated with any spills, leaks or other contaminate event in relation to the negligence or willful misconduct of Owner shall be the sole responsibility of Owner.

4. Vespene will amortize the cost of construction and installation of the LFG Collection System over the course of the primary Term of this Agreement. In the event Owner terminates this Agreement prior to the expiration of the Term without cause, Owner shall reimburse Vespene for the balance of the



unamortized portion of said construction and installation costs. Any payments that become due and payable to Vespene under this Section VII(B)(4) shall be paid within one hundred and eighty (180) days from the date this Agreement is terminated. Ownership of the LFG Collection System shall vest in Owner upon expiry of the Initial Term. For the avoidance of doubt, the ownership shall pass from Vespene to Owner for all permanent structures and equipment affixed to the land. All removable equipment and personal property of Vespene shall remain the property of Vespene and be removed upon the termination of this Agreement.

C. Expansion and Alteration of LFG Collection System

1. Expansion of the LFG collection system may occur after all required permits have been obtained. Obtaining the required permits shall be the responsibility of the Party desiring the expansion subject to the requirement of cooperation as set forth in Section VIC.

2. Vespene may improve or expand the LFG Collection System, subject to the approval of Owner, which may not be unreasonably withheld, conditioned or delayed. Such improvements may include installing additional LFG Collectors as Vespene deems desirable to meet Vespene needs for operation of the Plant. Provided, such improvements or expansion shall not interfere with Owner's operation of the Landfill.

3. All additions and repairs to the LFG Collection System and control system must be approved by Owner which approval shall not be unreasonably withheld, conditioned or delayed.

D. Relocation of Existing Piping and Vespene Systems

1. Vespene may relocate or modify piping of the LFG Collection System once completed at Vespene's cost, subject to the other requirements of this Agreement. Relocation and modifications shall be coordinated with the Landfill operation and access, and shall be subject to approval of Owner.

2. Owner may require relocation of the LFG Collection System piping to avoid conflict with, or inhibition of, Landfill operations. Owner shall coordinate such relocation with Vespene to minimize impact to Plant operation. Such relocation shall be completed at Vespene's sole cost.

E. Disposal of Waste

1. Owner shall, to the extent permitted under Applicable Laws, accept from Vespene all refuse produced in connection with the construction and operation of Vespene's Facilities at the cost of [\$\_\_\_\_\_] per truck load.

F. Disposal of Condensate

1. Vespene may dispose of LFG condensate in Owner's leachate collection system and Owner shall be responsible for the disposition of such combined condensate and leachate at its cost. Vespene may deliver such condensate to the existing leachate recirculation system. Owner shall provide all necessary and convenient easements for Vespene to install any necessary pipelines from its facilities to such location without cost and in a form and substance acceptable to Vespene.

## **VIII DAMAGE OR DESTRUCTION OF THE PLANT**

A. Vespene shall maintain the Plant in good working order during the Term of this Agreement, including making necessary repairs to the Plant pursuant to Acceptable Industry Practice.

## **IX DRAWINGS, PLANS AND SPECIFICATIONS**

A. Final data, plans, specifications, final reproducible drawings and reports developed by Vespene under the Agreement shall be made available to Owner upon written request.

## **X ACCOUNTING, BOOKS AND RECORDS**

A. Vespene shall maintain books, records, documents, accounts and other evidence of amounts due to Owner under this Agreement, including records of receipt of revenue from New Environmental Attributes, New Governmental Incentives, and the sale of electricity produced by the Plant. Such records shall be maintained in accordance with generally accepted accounting principles and practices consistently applied. Owner or its designee shall have access to such documents for the purpose of inspection, auditing and copying during Vespene's normal business hours.

B. Vespene shall preserve these documents at no charge for a period of three (3) years following the month of the relevant sale of LFG under this Agreement.

C. Vespene shall have the right, during Owner's normal business hours, to inspect, audit and copy Owner's books, records documents and accounts and other evidence pertaining to this Agreement.

## **XI MISCELLANEOUS**

### **A. Severability**

1. If any of the provisions, or portions, or applications thereof, of this Agreement are made unenforceable or invalid by any existing or subsequent Federal, State or local requirements, either statutory or administrative, or are held to be unenforceable or invalid by any Court of competent jurisdiction, then Owner and Vespene shall, except as provided otherwise hereinafter, negotiate an adjustment in the affected provisions of the Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions or portions, or applications thereof shall not be affected thereby.

### **B. Compliance with Laws in Performance**

1. Owner and Vespene agree to comply with all Applicable Laws, including Federal, State and local requirements, either statutory or administrative, applicable to the performance under the Agreement which are in effect now or in the future.

### **C. Titles and Headings**

1. The titles of the articles of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

D. Entire Agreement

1. This Agreement and the Site Lease Agreement and all the exhibits referenced herein constitute the entire understanding between the parties and supersede all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

E. Binding Effect

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective legal representatives, successors and assigns, including any public body which will succeed to or have assigned to it any of the functions of Owner with respect to this Agreement. Reference to Owner and Vespene shall include reference to their respective successors, assigns and nominees.

2. Neither Vespene nor Owner may transfer or assign its obligations under this Agreement without the express written consent of the other Party.

F. Choice of Law

1. This Agreement, in all respects, shall be governed by, and shall be construed, interpreted and enforced in accordance with the laws of the State of Iowa, without regard to conflicts of laws. Vespene and Owner each:

- a. Consent to the exclusive jurisdiction of the appropriate State or Federal court in the State of Iowa;
- b. Agree that venue for any superior court action under this Agreement shall be proper only in the State of Iowa and waives any objection to venue; and
- c. Waive personal service of process upon it.

G. Waiver

1. The ability of each Party to terminate this Agreement as provided herein shall in no way affect each Party's right to proceed with litigation against the other, without exercising such right to terminate. In no event shall this Agreement be construed to limit Owner's rights, powers or authority under the police power and other powers of Owner to regulate or take any action in the interest of the health and safety, or Owner's rights and privileges as an individual or corporate resident or citizen or governmental entity of the State of Iowa or the United States of America as provided under Applicable Laws, except as expressly waived or limited by this Agreement.

H. Consent and Approval

1. Whenever Owner's or Vespene's consent or approval is required under the terms and conditions of this Agreement, said consent or approval shall not be unreasonably withheld, conditioned or delayed.

I. Independent Contractor Status

1. Vespene is an independent contractor, not an agent or employee of Owner.

J. No Partnership or Joint Venture

1. Nothing in this Agreement shall be construed to render Owner a partner, joint venture or associate in any relationship with Vespene other than that of landlord and tenant, nor shall this Agreement be construed to authorize either to act as agent for the other.

## XII INSURANCE

A. During the term of this Agreement, Vespene, at Vespene's sole cost and expense, shall procure and maintain in full force, insurance policies with at least the following minimum coverage (which may be provided by a combination of more than one policy, including "umbrella" or excess liability policies):

1. Workers' Compensation - Statutory Workers' Compensation *coverage* including a broad form all-states endorsement.

2. Comprehensive General Liability Insurance - The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence for all Vespene's employees and Vespene's subcontractors engaged in services or operations under the Contract on a form approved by the Owner.

3. Automobile Liability -Automobile Liability Insurance with a combined single limit of One Million Dollars (\$2,000,000).

4. Additional Named Insured - All policies, except for Workers' Compensation shall contain additional endorsements naming Owner and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.

B. Policies Primary and Non-Contributory - All policies required *above* are to be primary and non-contributory with any self-insurance programs carried or administered by the Owner.

C. Proof of Coverage - After the Effective Date, prior to the commencement of work at the Site, Vespene shall furnish certificates of insurance to the Owner at the address specified evidencing the insurance coverage, including endorsements *above* required. Such insurance shall not be terminated or expire without thirty (30) days written notice to Owner and Vespene shall maintain such insurance from the time Vespene commences work at the Site until the completion of work at the Site.

D. Liability - Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Vespene from liability in excess of such coverage, nor shall it preclude the Owner from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.

E. Acceptability of Insurers: Insurance is to be provided by insurers licensed to do business in the State of Iowa with a current A.M. Best's Financial Strength Rating of no less than A (Excellent), and Financial Size Category of no less than VII. Any lesser Best's Rating will be subject to approval by Owner.



F. Subcontractors: Vespene shall include subcontractors as insured under its policies, or shall require subcontractors to be insured under their own policies. If subcontractors are uninsured under their own policies, then they shall be subject to all requirements of this Agreement, including providing the Owner certificates of insurance and endorsements before beginning work under this Agreement.

### **XIII MUTUAL INDEMNITY**

A. To the fullest extent permitted by law, Vespene agrees to indemnify and hold harmless the Owner, its appointed officials, employees and volunteers and others working on behalf of the Owner against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Owner, its appointed officials, employees and volunteers and others working on behalf of the Owner, including by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, which directly result from the negligence or willful acts or omissions of Vespene, its officials, employees and volunteers and others working on behalf of Vespene in fulfilling its obligations under this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

B. To the fullest extent permitted by law, Owner agrees to indemnify and hold harmless Vespene, its officials, employees and volunteers and others working on behalf of Vespene against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from Vespene, its appointed officials, employees and volunteers and others working on behalf of Vespene, including by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, which directly result from the negligence or willful acts or omissions of Owner, its appointed officials, employees and volunteers and others working on behalf of the Owner in fulfilling its obligations under this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

C. Vespene shall hold Owner, its officers and employees, harmless from liability, of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used by Vespene in connection with the Agreement.

### **XIV FORCE MAJEURE**

A. If either Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Agreement, the affected Party shall within a reasonable time, but no longer than ten (10) days, notify the other Party of the existence, cause and anticipated duration of the Force Majeure. The obligations of the affected Party shall be suspended during the Force Majeure event only so far as they are affected by such Force Majeure. Continuance of any inability due to the Force Majeure shall be remedied with all reasonable dispatch.

### **XV NOTICES**

A. Notices required or permitted by this Agreement to be given by Vespene to Owner shall be in writing and shall be addressed to:

Ottumwa/Wapello County Solid Waste Commission  
105 E. Third Street  
Ottumwa, IA 52501

or such address as Owner may from time to time designate to Vespene by notice.

B. Any notice required or permitted by this Agreement to be given by Owner to Vespene shall be in writing and shall be addressed to:

Vespene Energy, Inc  
1331 Seventh Street, Suite F  
Berkeley, CA 94710

Attn: General Counsel

or such address as Vespene may from time to time designate to Owner by notice.

Any such notice shall be delivered by hand or sent by overnight courier, by electronic mail, or by certified mail, return receipt requested and shall be deemed to have been given on the day of its receipt at the address to which such notice is as directed regardless of any other date that may appear thereon.

## **XVI TAXES**

A. Vespene shall pay or cause to be paid all taxes and assessments imposed with respect to its operations at the Site.

B. Neither Party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities or operations of the other Party used for the purpose of carrying out the provisions of this Agreement, except that Vespene shall be responsible for the payment of all taxes attributable to the Plant.

## **XVII COMPENSATION**

A. Compensation shall be as set forth on Exhibit E.

B. Vespene shall send to Owner a statement with respect to each Accounting Period presenting an element by element calculation of "Owner Compensation" for such Accounting Period on or before the sixtieth (60<sup>th</sup>) day after such Accounting Period. Each such statement shall be accompanied by a payment by Vespene to Owner of any undisputed amounts due with respect to that Accounting Period.

C. In the event that Owner or any of its instrumentalities receives funds, credits or other value associated with Tax Credits, Governmental Incentives, or Environmental Attributes (including with respect to a sale), Owner shall be responsible for remitting to Vespene one hundred percent (100%) of all Tax Credits, Government Incentives, and Environmental Attributes. On or before the sixtieth (60<sup>th</sup>) day after each Accounting Period, Owner shall send to Vespene a statement covering such Account Period. The statement shall include an element by element calculation of all such amounts payable from Owner to Vespene in accordance with this

paragraph. Each such statement shall be accompanied by a payment by Owner of any undisputed amounts due to Vespene with respect to such Accounting Period.

**XVIII CONSTRUCTION OF THE PLANT**

A. During the term of this Agreement Vespene shall have the right to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and renew the Plant, provided that such improvements are in accordance with all Applicable Laws and local zoning, building and electrical codes and provided such improvements do not interfere with Owner’s operation of the Landfill. The Plant shall be constructed in a workmanlike manner in accordance with the requirements of all Plant permits. All necessary permits for such construction shall be obtained by Vespene at Vespene's sole expense.

B. In performing work or other activities upon the Landfill, Vespene and its employees, agents and contractors shall perform the work in a manner so as to prevent damage to existing improvements identified by Owner and to minimize interference with the operation of the Landfill, shall observe and comply with all terms and requirements contained in any orders issued by the Owner, and shall comply with applicable federal, state, and local laws, orders, and regulations. Work performed on the Landfill shall be conducted in a workmanlike and prudent manner.

C. Construction may begin on the Site after the following activities are complete:

1. Obtain Owner Approval: Vespene shall submit a copy of its complete construction plans and specifications to the Owner for its review and approval. No construction may occur until this approval has been obtained in writing.

2. Obtain Necessary Governmental Approvals: Vespene shall prepare and submit all required data reports and obtain Governmental Approvals or other permits necessary for the start of construction. Owner shall make available copies of existing information, data, reports, and environmental data related to such permits in possession of or reasonably obtainable by Owner to Vespene in a timely manner.

3. Provide Evidence of Insurance: Vespene shall furnish Certificates of Insurance as set forth herein.

**XIX PROJECT MILESTONES**

A. Vespene shall meet the following project milestones for construction of the Plant.

|   | <b>Benchmark</b>  | <b>Max Time Allowed</b> | <b>Start Date</b>    | <b>Documentation</b>   |
|---|---|-------------------------|----------------------|------------------------|
| 1 | Site Scoping and Analysis   | 2 Months                | Signing of Agreement | Copies of test results |
| 2 | GCCS and Plant Engineering and Design   | 6 Months                | Completion of Item 1 | Copies of plans        |
| 3 | Submit application for air permit / authority to construct and application for electrical interconnection | 6 Months                | Completion of Item 1 | Copies of submittals   |

|   |  |          |   |                      |
|---|--|----------|---|----------------------|
| 4 | GCCS Construction and Commissioning                                      | 9 Months | Receipt of all permits and authorizations | Copy of orders       |
| 5 | Testing of Gas Quality and Quantity                                      | 3 Months | Substantial completion of GCCS            | Copy of Test Results |
| 6 | Procurement of gas treatment system, engines, switchgear, and datacenter | 9 Months | Receipt of all permits and authorizations | Copy of orders       |
| 7 | Plant Construction and Commissioning                                     | 9 Months | Delivery of all project equipment         | Revenue generation   |

## XX TERMINATION

### A. Owner's Right to Terminate

1. Owner shall be entitled to terminate this Agreement upon not less than ninety (90) day's written notice to Vespene in the event Vespene's operations unreasonably interfere with Owner's operations at the Landfill. Subject to Owner's cost reimbursement obligations as set forth herein, Owner shall further be entitled to terminate this Agreement, for its convenience, by providing not less than one year's written notice to Vespene.

### B. Termination upon an Event of Default.

1. If Vespene or Owner fails to perform any material obligation under this Agreement or any other agreement between the Parties, and such failure continues for ninety (90) days (or such longer time as is required to remedy the failure, and the defaulting Party is not pursuing reasonable actions to cure such failure) after written notice from the other Party identifying such failure and requesting the same be cured, then such failure shall constitute an Event of Default.

2. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement upon written notice to the other Party and/or pursue all other remedies at law or in equity available to the non-defaulting Party with regard to the Event of Default.

### C. Vespene's Right to Terminate

1. LFG quality or quantity issues as set forth in Section V(B)(3).

2. Assertion of jurisdiction by any State or Federal agency over Vespene as a public utility due to the Vespene's performance of its obligations under this Agreement that prohibits Vespene from performing any of its material obligations under this Agreement. If this occurs, the Parties shall negotiate in good faith to restructure the form of their Agreement to eliminate such jurisdiction or prohibition. Such restructuring will maintain the economic fundamentals of this Agreement.

3. Within three-hundred sixty-five days (365) of the Effective Date, Vespene has not received all Permits and Authorizations applicable to the Plant and its operations.



4. A change in laws governing the operation of the Project or the Plant or use of LFG that renders the operation of the Plant no longer economically feasible or otherwise inoperable.

5. The Plant is destroyed.

6. The LFG Collections System is destroyed at any time during the Term.

7. The Site Lease Agreement is terminated.

C. Miscellaneous Rights Upon Termination.

1. Either Party may, at its discretion, delay termination of the Agreement due to an Event of Default by the other Party. Such delay shall not be construed as a waiver of the right to terminate at a later time for such Event of Default.

2. Acceptance of payments by either Party from the other Party after an Event of Default or other failure of the other Party to perform shall not be construed as waiver by the first Party of its rights to terminate the Agreement for such Event of Default of failure.

3. The rights and remedies of Owner and Vespene specified in this Agreement are not exclusive of one another.

## **XXI OPTION TO PURCHASE PLANT FOLLOWING TERMINATION**

- A. If this Agreement is terminated during the Initial Term based upon the default of Vespene, then the Owner shall have the choice of either assuming the ownership of the Plant as-is, or requiring Vespene to decommission the plant at its sole expense. In either case, ownership of the Plant shall transfer to Owner upon termination at no cost to Owner.
- B. If this Agreement is terminated during the Initial Term based upon the default of Owner, Owner shall be required to reimburse Vespene for the balance of the unamortized portion of the construction and installation costs of the Plant, or its Fair Market Value, whichever is less. Upon such payment, ownership of the Plant shall transfer to Owner.
- C. If this Agreement is terminated during the Initial Term by Vespene pursuant to sec. XX(C)(1)-(7) above, then the Owner shall have the choice of either assuming the ownership of the Plant as-is, by reimbursing Vespene for the balance of the unamortized portion of the construction and installation costs of the Plant, or its Fair Market Value, whichever is less or requiring Vespene to decommission the plant at its sole expense. In either case, ownership of the Plant shall transfer to Owner upon termination.

## **XXII DISPUTE RESOLUTION**

A. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made

concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

B. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. For any dispute not resolved by mediation, the method of binding dispute resolution shall be litigation in the Iowa District Court for Wapello County.

**XXIII. Confidentiality.**

The Parties recognize and agree that Owner is subject to the Open Records Law, Iowa Code chapter 22, and that all records of Owner are presumed to be public records. If a request is made by a member of the public to examine documents involving Vespene, Owner will notify Vespene and Vespene will be given not more than five calendar days within which to file suit in Wapello County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential that portion of such documents it deems confidential. Absent such action by Vespene requesting the entry of a court order declaring such portion or portions of the documents confidential, the documents will be released for public examination. Vespene shall indemnify the Owner for any attorneys' fees and court costs Owner may incur or that be awarded against it as a result of complying with Vespene's request for confidentiality

*[Intentionally Blank – Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Parties.

Ottumwa – Wapello County Solid Waste Commission,

a

[\_\_\_\_\_]

By: \_\_\_\_\_

\_\_\_\_\_  
Title:

VESPENE ENERGY INC.

By:  \_\_\_\_\_

\_\_\_\_\_  
Title:

**EXHIBIT A - FIGURES**

(See Attached)



## EXHIBIT B - DEFINITIONS

**"Accepted Industry Practice"** means any of the practices, methods, specifications and acts, as the same may change from time to time, as are commonly used by independent power generation companies at similarly sized landfill gas facilities in the United States, which in the exercise of reasonable professional judgment and in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reasonable business practices, reliability, safety and expedition. Accepted Industry Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts regularly practiced by independent power generation companies at similarly sized landfill gas facilities in the United States.

**"Accounting Period"** means any period which begins on the first day of any calendar quarter and ends on the last day of such calendar quarter during the Term, except that the first Accounting Period shall commence with the Operations Date hereunder and end on the last day of the calendar quarter in which the Operations Date occurs.

**"Agreement"** means this Landfill Gas License Agreement, including all exhibits and schedules hereto, and any amendments that may be made from time to time.

**"Vespene"** has the meaning set forth in the preamble of this Agreement.

**"Vespene's Facilities"** means and consists of (1) facilities to process and to transport the LFG from the Transfer Point to the LFG processing equipment and the Plant at the Landfill, (2) the LFG processing equipment, and (3) the Plant, including without limitation any additional metering stations and blowers constructed or installed and owned by Vespene.

**"APCD"** has the meaning set forth in Article VI.A.1.

**"Applicable Laws"** means any and all applicable Federal, State, county and local laws, statutes, rules, regulations, licenses, ordinances, judgment, order decree, directive, guideline or policy (to the extent mandatory) and permits, including all Environmental Laws, or any similar form of decision or determination by, or any interpretation or administration of, any of the foregoing by any governmental authority with jurisdiction over Owner, the Owner's Facilities, Vespene, Vespene's Facilities, the Landfill, the Plant, the Project or the performance of the work hereunder and the transaction contemplated hereunder.

**"Base LFG Flow Rate"** means the flow rate (in scfm) of LFG with a Lower Heating Value of 353 Btu/cu-ft combusted by the engines the Plant comprises on the Operations Date when such engines are operating at nameplate capacity.

**"BTU"** means a British Thermal Unit: the energy equal to the amount of heat required to raise one pound of air-free water one (1) degree Fahrenheit at a constant pressure of one standard atmosphere.

**"Completion of LFG Collection System"** means completion by mutually agreed upon third party contractor of the LFG Collection System to its satisfaction following the Effective Date and the achievement of the LFG Collection System of Steady State Operation satisfactory to Vespene following tuning of such expanded system.

**"Vespene"** has the meaning set forth in the preamble to this Agreement.

**"Vespene's Facilities"** means, collectively, the Landfill and the LFG Collection System, the LFG Collectors, the pipelines for extraction and collection of the LFG, blowers, flares or other facilities and equipment existing as of the Effective Date or later constructed at the Landfill, and owned by Vespene, to allow collection of LFG and transmission to the Transfer Point.

**"Cure Period"** means the period of time during which one Party may correct a condition, inducing those conditions that may be considered default.

**"Effective Date"** has the meaning set forth in the preamble of this Agreement or the Site Lease Agreement, as appropriate.

**"Environmental Attributes"** means:

A. Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from Vespene's Facilities, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to:

1. any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants;

2. any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and

3. the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag purchaser to report the ownership of accumulated Green Tags in compliance with Federal or State law, if applicable, and to a Federal or State agency or any other party at the Green Tag purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future Federal, State, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy. Environmental Attributes do not include:

i. any energy, capacity, reliability or other power attributes from the Plant,

ii. production tax credits associated with the construction or operation of Vespene's Facilities, the Landfill or Owner's Facilities, or any other associated contract or right, and other financial incentives in the form of credits, reductions, or allowances associated with Vespene's Facilities, the Landfill or Owner's Facilities that are applicable to a State or Federal income taxation obligation,

iii. fuel-related subsidies or "tipping fees" that may be paid to Vespene to accept certain fuels, or local subsidies received by Vespene for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits, or

iv. emission reduction credits encumbered or used by Vespene's Facilities for compliance with local, State, or Federal operating and/or air quality permits.

B. To the extent not included in (a) immediately above, all State, Federal or local credits or deductions, payments or benefits arising from the utilization of LFG or the generation and sale of electricity using LFG as a fuel (as opposed to the generation, collection, production, extraction and sale of LFG), including any "green" tags or tickets, as well as all air emission credits, reductions, offsets or any other similar benefits arising from the generation, collection, production, use, reduction, conversion, destruction or sale of LFG, including without limitation greenhouse gas carbon dioxide equivalent and NOx emissions credits or reductions whether existing or inchoate, known or unknown, accrued, absolute, contingent or otherwise, and whether currently or prospectively accredited, registered, approved, sanctioned, recognized, governed or regulated by an existing or to be formed local, municipal, State, Federal, regional, provincial or international governmental, quasi-governmental, public or private body, enterprise or entity, as well as any other emission credits, reductions, offsets or similar benefits that accrue as a result of Vespene's activities, but not including Tax Credits.

**"Environmental Laws"** mean any and all applicable Federal, State, County, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to:

A. Environmental pollution, contamination or other impairment of any kind or nature, or

B. Hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials.

Environmental Laws include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any State department of natural resources or State environmental protection agency, now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements.

**"Expansion Increment"** means the flow (in scfm) of LFG with Lower Heating Value of 353 Btu/cu-ft, that is twenty percent (20%) greater than the flow of LFG combusted by a single engine of the Plant operating at nameplate capacity.

**"Fair Market Value"** means:

A. prior to the Operations Date, the aggregate of all costs incurred by Vespene in the development of the Project; and

B. on and after the Operations Date, the price, expressed in terms of cash equivalents, at which

Vespene's rights in and to the Project would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under a compulsion to buy or sell and when both have reasonable knowledge of the relevant facts, as determined by a qualified independent appraiser agreed to by both Parties, but in no event less than the specifically identified costs of the Project which would be considered capitalizable costs and not period expenses under U.S. generally accepted accounting principles (U.S. GAAP) as promulgated by the Financial Accounting Standards Board for nongovernmental entities reduced by accumulated depreciation calculated on a straight-line basis over a 20-year period. If the Parties cannot agree within twenty (20) days following notice from Owner to Vespene under Article XXI that Owner is exercising its option to purchase the Plant, then fair market value shall be as determined in accordance with the foregoing principles by three (3) qualified independent appraisers. Each party shall appoint one (1) appraiser within ten (10) days following the end of such twenty day period and the third appraiser shall be appointed by the first two appraisers within ten (10) days after the second appraiser is appointed. In all cases, the appraiser(s) shall determine fair market value in writing for the Parties within thirty (30) days after being appointed.

**"Force Majeure"** means acts of God, strikes, lockouts or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, floods, high-water washouts, acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, and catastrophic events such as explosions. Force Majeure includes governmental actions, other than actions of Owner, such as the enactment of statutes, laws or regulations frustrating the purpose of this Agreement, and acts of governmental bodies. Force Majeure includes failure of Vespene's customer(s) to take delivery of electricity caused by an event of force majeure affecting such customer(s), and any other similar cause or causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming Force Majeure and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome. Force Majeure also includes breakage or accident to machinery or lines of pipe as a direct result of an event of Force Majeure.

**"Government Incentives"** means any monetary awards or other value provided by any governmental or other agency (including without limitation Renewable Energy Production Incentive Payments from the U.S. Department of Energy and grant monies or other subsidies or payments from State Energy Commissions) with respect to the LFG or any activities of Owner or Vespene in connection with this Agreement or the Project, Owner's Facilities or Vespene's Facilities; provided such awards or other value shall exclude Environmental Attributes, and Tax Credits.

**"Green Tag Reporting Rights"** means the right of a Green Tag purchaser to report the ownership of accumulated Green Tags in compliance with Federal or State law, if applicable, and to a Federal or State agency or any other party at the Green Tag purchaser's discretion.

**"Hazardous Material(s)"** shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the: (i) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C. Sec. 9601 et seq.; (ii) RCRA, 42 U.S.C. Sec. 6901 et seq.; (iii) CWA., 33 U.S.C. Sec. 1251 et seq.; (iv) CAA, 42 U.S.C. 78401 et seq.; (v) TSCA, 15 U.S.C. Sec. 2601 et seq.; (vi) The Refuse Act of 1899, 33 U.S.C. Sec. 407; (vii) OSHA, 29 U.S.C. 651 et seq.; (viii) Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; (ix) USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments); (x) California Superfund, Cal. Health & Safety Code Sec. 25300 et seq.; (xi) Cal. Hazardous



Waste Control Act, Cal. Health & Safety Code Section 25100 et seq.; (xii) Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq.; (xiii) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq.; (xiv) Proposition 65, Cal. Health and Safety Code Sec. 25249.5 et seq.; (xv) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq.; (xvi) California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq.; (xvii) Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq.; (xviii) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541; (xix) TCPA, Cal. Health and Safety Code Secs. 25208 et seq.; and (xx) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the Federal, State and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, State or Federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any Federal, State or local law, regulation or order or by common law decision, including, without limitation, (a) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (b) any petroleum products or fractions thereof; (c) asbestos; (d) polychlorinated biphenyls; (e) flammable explosives; (f) urea formaldehyde; and (g) radioactive materials and waste. For the avoidance of doubt, any references contained herein to the laws of the State of California shall be amended to correspond to any like provision of the laws of the State of Iowa for the purposes of this Agreement.

**"Initial Term"** has the meaning set forth in Article IV.A.

**"Landfill"** means the Ottumwa – Wapello County Sanitary Landfill as it may be expanded from time to time, and including future adjacent landfills owned, controlled or operated by Owner or its instrumentalities, including both the property and the refuse fill within that property.

**"LFG" or "Landfill Gas"** means all collected gas from the Landfill, consisting primarily of methane, carbon dioxide, oxygen and nitrogen, with other trace components.

**"LFG Collection System"** means all equipment and appurtenances necessary to collect LFG from the Landfill and transport LFG to the Transfer Point, and any blowers and flares, including LFG Collectors, lateral pipes, header pipes, and related pipes carrying LFG or LFG condensate.

**"LFG Collector"** means vertical wells, horizontal trench collectors, or other items installed to collect LFG from within refuse. LFG collectors do not include the leachate collection and recovery system or soil gas trenches installed beneath landfill liners.

**"Lost Revenues"** shall have the meaning set forth in Article XX.E.4.

**"Lower Heating Value" or "LHV"** means the total heat liberated per mass of fuel burned (initially at 25 degrees Centigrade) and returning the temperature of the products of combustion to 150 degree Centigrade (the water component will be in vapor state at the end of combustion).

**"Operations Date"** means the date of the first commercial operations date to occur under one or more of the Power Sales Agreements in effect at the time construction of the Plant commences.

**"Permits and Authorizations"** means permits, licenses, approvals, consents, authorizations, waivers, variances, easements from any third parties (including any governmental authorities), agreements and rights of way required for or reasonably necessary for either of the Parties to perform their respective obligations

under this Agreement, or for the transactions contemplated hereby (including construction and operation of the Plant and Vespene's Facilities), including, without limitation, the permits and Site Lease Agreement as defined under this Agreement or any other necessary easements that Vespene needs to obtain in order to construct, operate and maintain the Plant or undertake the Project.

**"Plant"** means equipment installed, owned, operated and maintained by Vespene for the purpose of making electricity from LFG or supporting that activity.

**"Project"** means construction and operation of the Plant, lease of the Site, operation of the LFG Collection System by the contracted third party, and the subsequent sale of the electricity and Environmental Attributes to one or more third parties.

**"Project Milestones"** means achieving the commercial operation date under the Power Purchase Agreement by the date prescribed for the Operations Date in milestone number 4 under Article XIX.A.

**"Site"** means real property subject to a Site Lease Agreement executed by [Ottumwa – Wapello County Solid Waste Commission] and Vespene upon which the Plant and certain other of Vespene's Facilities are to be located.

**"Site Lease Agreement"** means a separate agreement between the Parties for the lease of the Site.

**"Steady State Operation"** is the average use of LFG for a period of ninety (90) days, with the BTU rate of the collected gas varying by no more than 5 percent (plus or minus) from the average during that time.

**"Tax Credits"** means all or any of the credits against or with reference to any Federal, State or local taxes with respect to the LFG collected at the Landfill or any activities of Owner or Vespene, Owner's Facilities or Vespene's Facilities at or with respect to the Landfill.

**"Term"** has the meaning set forth in Article IV.B.

**"Testing Procedures"** shall have the meaning set forth in Article V.B.6.

**"Vespene"** has the meaning set forth in the preamble to this Agreement.

**"Vespene's Facilities"** means, collectively, the Landfill and the LFG Collection System, the LFG Collectors, the pipelines for extraction and collection of the LFG, blowers, flares or other facilities and equipment existing as of the Effective Date or later constructed at the Landfill, and owned by Vespene, to allow collection of LFG and transmission to the Transfer Point.

## EXHIBIT C- LFG SYSTEM OPERATIONS SCOPE

### General

Any third party contractors will operate the LFG collection system in accordance with the APCD Permit and other applicable regulations.

### Well Field Adjustment

Wells shall be adjusted at least once each month.

Wells shall be adjusted for methane content greater than 40 percent, if possible using Reasonable Industry Practice. If the methane content cannot be maintained *above* that level, then the operator will reduce the vacuum applied to that well to the minimum vacuum measureable by the instruments used.

Subject to the previous paragraph, the operator will establish "deadband" adjustment criteria for the LFG wells. The deadband range of methane concentration measured at the individual wells will be used for individual well adjustments as follows:

A. If the methane concentration is greater than the deadband range, then the operator shall increase applied vacuum by an amount chosen by the operator.

B. If the methane concentration is less than the deadband range, then the operator shall decrease applied vacuum by an amount chosen by the operator.

C. If the methane concentration is equal to the greatest or least deadband range concentrations, or within the dead band concentration range, then the operator shall not adjust the well.

Other adjustment criteria may be applied by the operator.

The operator will modify LFG well adjustment criteria at the request of Owner if such adjustments are necessary to comply with applicable regulations or permit requirements the operator may propose alternate adjustment methods to Owner, the approval of which shall not be unreasonably withheld.

### Reporting

The operator shall communicate the deadband criteria in writing, identifying the deadband methane concentrations and corresponding adjustments to Vespene and the Owner for their records.

The operator will submit to Owner monthly LFG field adjustment reports to allow Owner to comply with regulatory reporting requirements. These reports will include:

A. At each well: Methane, carbon dioxide and oxygen content, temperature, and applied vacuum before and after adjustment.

B. Collected from the main pipeline: Methane, carbon dioxide and oxygen content, carbon monoxide content, and flow rate. Carbon monoxide measurements will be used as indication of subsurface

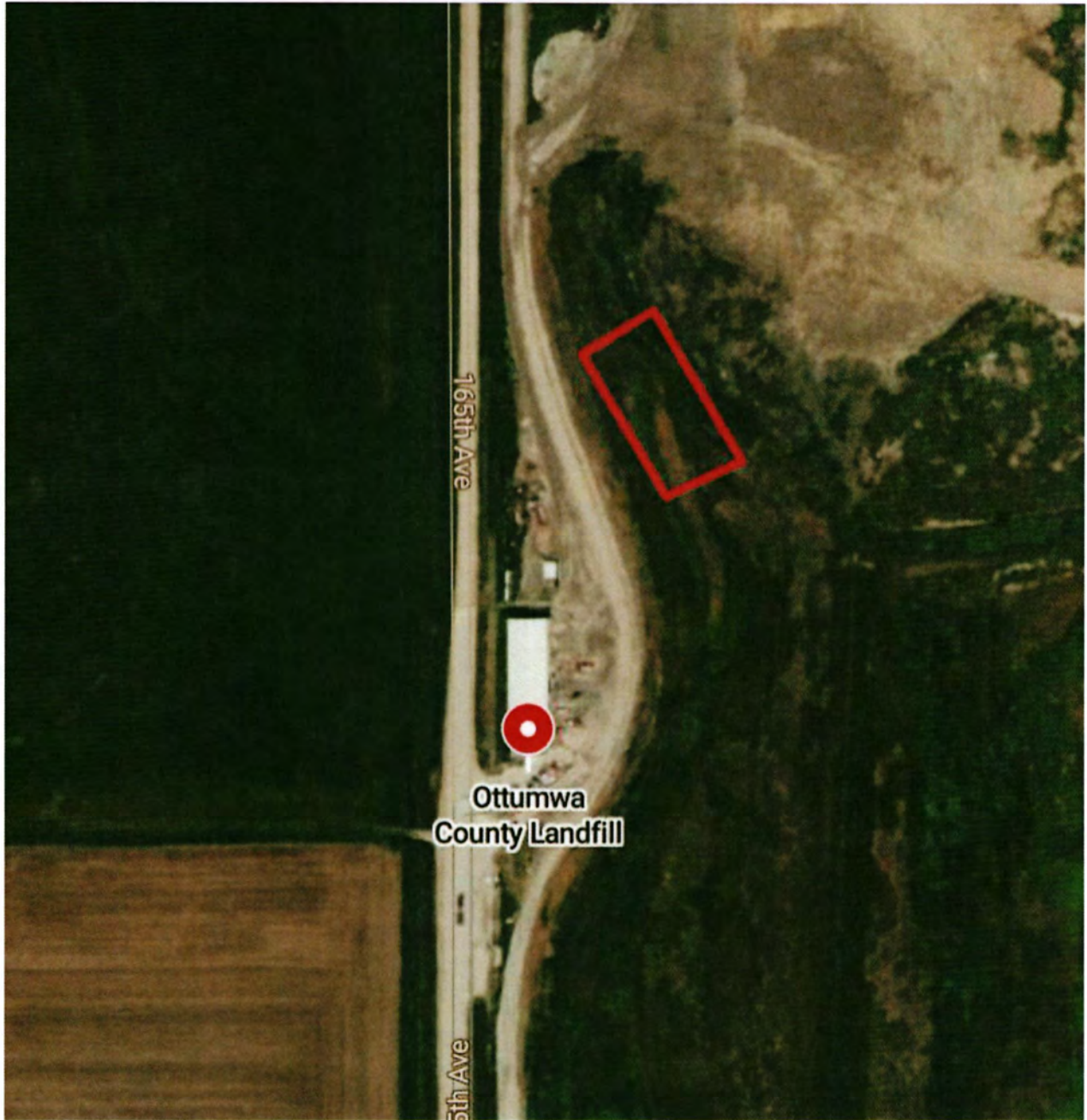
fire.

C. Other information as can be reasonably requested to verify that the conditions of the contract are fulfilled and that regulatory requirements are met.



**EXHIBIT D  
PROJECT REQUIREMENTS AND LOCATIONS**

(See Attached)



## EXHIBIT E

### COMPENSATION STRUCTURE

In consideration of all the LFG utilized by Vespene during each Accounting Period pursuant to the terms of this Agreement, Vespene shall pay to Owner an amount determined by the following formula:

Owner Compensation= the greater of the following:

-GR x 0.125

OR

\$10 / MWh Produced

Where:

Gross Revenue (GR) means revenue generated by Vespene during such Accounting Period without deducting any cost of Vespene's operations; excluding revenue (or equivalent value) received from or with respect to Government Incentives, Tax Credits.

MWh Produced is a measure of the total electricity generated by the Plant, which will be separately metered.

## OTTUMWA – WAPELLO COUNTY SANITARY LANDFILL

### *Land Lease Agreement*

This Lease Agreement (“Lease”) is made and entered [June 1st, 2024] (“Lease Date”) between the OTTUMWA – WAPELLO SOLID WASTE COMMISSION (“AUTHORITY”), a [ ] in the State of Iowa, and VESPENE ENERGY, INC., a Delaware corporation (“TENANT”), pursuant to the following recitals, which are a substantive part of this agreement:

#### RECITALS

A. The AUTHORITY owns real property located at the Ottumwa – Wapello County Sanitary Landfill in the City of Ottumwa, Iowa (“the “Landfill”).

B. TENANT wishes to lease approximately [20,000] square feet at the Landfill depicted on **EXHIBIT A** together with all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto, and together with any buildings and other improvements now located or hereafter erected thereon together with all fixtures now or in the future installed thereon (“Premises”), for the purpose of constructing and operating a plant and necessary facilities to produce electricity from Landfill Gas, and the Permitted Use (as defined herein).

C. The Premises at the Landfill are leased for the purpose of constructing and operating a plant and necessary facilities to produce electricity from Landfill Gas. To the extent not prohibited by City ordinance, County Ordinance, State or Federal regulation and/or law, common uses may include, but not be limited to, the storage of parts, equipment, materials, landfill gas processing related operations and equipment. In compliance with all applicable laws and/or regulations and subject to the terms contained herein, TENANT is permitted to the perform routine and minor maintenance or inspections of their landfill gas processing equipment and/or materials.

D. The AUTHORITY and TENANT desire to enter into a lease allowing TENANT to use the Premises in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, AUTHORITY and TENANT agree as follows:

#### AGREEMENT

1. Lease of Premises and Term. Subject to the terms and conditions of this Lease, AUTHORITY hereby leases to TENANT, and TENANT hereby leases and takes from AUTHORITY the Premises, TO HAVE AND TO HOLD the same for the Term (as defined herein). The term and any renewals of this Lease shall be for the same term and duration of the Landfill Gas License Agreement (the “LFG Agreement”) entered into by and between the parties and dated of even date herewith. The Parties further agree that this Agreement shall immediately terminate upon the termination of the LFG Agreement.

2. Premises Leased AS IS; Due Diligence.

(a) TENANT acknowledges it has and shall accept the Premises from AUTHORITY in its “AS IS” condition without representation or warranty. TENANT acknowledges TENANT has inspected the Premises and is aware of its condition.

(b) The parties acknowledge and agree that: (a) each of the parties hereto may, from time to time at the request and sole expense of the other party, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be determined to be reasonably necessary with respect to the results of TENANT’s Inspections to carry out the provisions of this Lease and give effect to the transactions contemplated hereby; and (b) TENANT shall, at its sole cost and expense, obtain a survey

of the Premises during the Due Diligence Period, which upon written agreement signed by each of the parties shall be incorporated into and become part of this Lease.

3. Rent and Security Deposit. As consideration for the use and occupancy of the Premises, TENANT shall pay rent to AUTHORITY as follows: TENANT shall pay to AUTHORITY a fixed, annual rent in the amount of One and 00/100ths (\$1.00) Dollar. All rent shall be paid by TENANT and be personally delivered or mailed to the AUTHORITY at [ ] or any other place or places that AUTHORITY may designate by written notice to TENANT. The Parties agree that no deposit exists for this lease nor shall one be required.

4. Governing Rules. This Agreement shall be governed by those certain terms of the LFG Agreement.

5. Right of Entry. TENANT agrees that a designated representation of the AUTHORITY, shall have the right to enter the Premises to inspect, repair, alter, or make improvements upon providing TENANT 24 hour prior written notice. The AUTHORITY may enter the Premises under emergency conditions without notice. The AUTHORITY shall ensure that any employee of the Authority or individual(s) working on behalf of the Authority entering the Premises shall comply with all applicable health and safety policies and shall assume sole responsibility for the welfare and safety of such persons; however, notwithstanding anything herein to the contrary, TENANT shall be liable for the negligent acts or omission and wrongful conduct of TENANT's employees, agents, invitees and/or contractors which result in or cause injury to an employee of the AUTHORITY or an individual(s) working on behalf of the AUTHORITY. The AUTHORITY shall be liable for the negligent acts or omission and wrongful conduct of the AUTHORITY's employees, agents, invitees and/or contractors which result in or cause injury to an employee of TENANT, TENANT's personal property, or an individual(s) working on behalf of TENANT.

6. Default. TENANT agrees that in the event of default in the payment of rent or any of the terms and provisions of the agreement, AUTHORITY may, at its option, seek or otherwise pursue summary proceedings or any other legal action or proceeding to permit the AUTHORITY to enter the Premises and remove therefrom all property which may be therein and to place the same on an uncovered portion of the landfill and to store TENANT's Property (as defined herein) at the expense of TENANT at a public or private warehouse. If the property is placed on an uncovered portion of the landfill, TENANT agrees to pay to AUTHORITY all storage rates then applicable at the Landfill together with any and all reasonable charges imposed and expenses incurred by AUTHORITY for removal of any of TENANT's Property on or in the Premises. Notwithstanding anything contained herein to the contrary, TENANT shall be in default under this Lease if TENANT fails to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of at least sixty (60) days after notice thereof by AUTHORITY to TENANT specifying such failure unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done, or removed, as the case may be, within such sixty (60) day period, in which case no default shall be deemed to exist as long as TENANT shall have commenced curing the same within such sixty (60) day period and shall, diligently, continuously, and in good faith prosecute the same to completion.

7. FAA Regulations. TENANT hereby specifically agrees in addition to the covenants and agreements hereby set forth to abide by any and all applicable rules and regulations of the Federal Aviation Administration ("FAA"), including but not limited to those governing the use of drones.

8. Insurance. All TENANT and AUTHORITY insurance requirements shall be governed by the LFG Agreement.

9. Indemnification. All TENANT and AUTHORITY indemnification obligations shall be governed by the LFG Agreement. However, indemnification obligations related to Environmental Matters are governed by Section 36 herein.



10. Successors: Assignment and Subletting. TENANT shall obtain the prior written consent to assign or sublet its rights under this Agreement to an unrelated third party.
11. Enforcement. If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.
12. Waiver. The waiver by any party of any breach shall not be construed to be a continuing waiver of any subsequent breach.
13. Taxes, Assessments, and Fees.
  - a. Personal Property Tax. TENANT shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against TENANT's Property installed or located in or on the Premises, and that become payable during the term of this Lease. On demand by AUTHORITY, TENANT shall furnish AUTHORITY with satisfactory evidence of these payments.
  - b. Real Property Taxes. The Landfill is currently tax exempt for real estate tax purposes. AUTHORITY and TENANT shall work together in good faith to ensure the Landfill and Premises remain tax exempt. In the event the local taxing authority levies real property taxes against AUTHORITY solely as the result of TENANT's operation of the Premises, TENANT will be responsible for the payment of all real property taxes TENANT shall not be responsible for any real property taxes assessed against AUTHORITY that are not a direct result of a reassessment based solely upon TENANT's operation of the Premises. TENANT's failure to pay any applicable real property taxes as set forth above shall constitute a default under this Lease if not cured pursuant to Section 6. Prior to the construction of any structures on the Premises, TENANT and AUTHORITY shall work together to submit the necessary forms to the proper tax assessment authority for the Premises asserting and confirming the tax exempt status of TENANT's intended operations on the Premises.
  - c. Business License Fee. TENANT shall pay before delinquency any and all business license fees that are levied and assessed against the TENANT, and that become payable during the term of this Lease, if any. TENANT's failure to pay any applicable business license fee to AUTHORITY shall constitute a default under this Lease if not cured pursuant to Section 6.
14. Intentionally Omitted.
15. Waiver of Liability. The AUTHORITY hereby disclaims and the TENANT hereby releases the AUTHORITY from any and all liability whether in contract of tort ( including strict liability and negligence), for any loss damage or injury to the Landfill Gas processing equipment and/or other property of TENANT that may be located or stored in the Premises, unless such loss, damage or injury is caused by the AUTHORITY's sole negligence or willful misconduct.
16. Unremoved Property. If TENANT leaves TENANT's Property on the Leased Premises after the termination or cancellation of this Lease, and fails, refuses or neglects, after notice from AUTHORITY, to remove same within one hundred twenty (120) days after such termination or cancellation, AUTHORITY at its option, may treat such TENANT's Property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of the TENANT. TENANT hereby waives any and all damages for any loss resulting from disposal of such TENANT's Property. AUTHORITY shall also have the right to remove TENANT's Property consisting of stored equipment if the stored equipment is not otherwise removed by TENANT within one hundred twenty (120) days of termination of this Lease. If AUTHORITY removes TENANT's Property consisting of the Landfill Gas processing equipment from the Leased Premises following termination of this Lease in accordance with this Section, TENANT shall be responsible to AUTHORITY for all costs of such removal and subsequent storage.

17. Hazardous Materials. TENANT shall properly handle and materials in accordance with the requirements of State, Federal and/or Local law, ordinance or regulation.

18. Relationship of Parties. AUTHORITY is not, nor shall it become or be deemed to be, a partner or a joint venturer with TENANT by reason of the provisions of this Lease nor shall this Lease be construed to authorize either party to act as the agent for the other.

19. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below or delivered by e-mail (with confirmation of transmission), or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or emailed or three (3) days after mailing if mailed.

To AUTHORITY:

[ ]

[ ]

[ ]

Attn: [ ]

To TENANT:

[1331 7<sup>th</sup> Street]

[Suite F]

[Berkeley, CA 94710]

Attn: [Operations]

20. Effect of Termination of Lease. Termination of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.

21. Amendments. This Lease shall not be modified or amended in any way except in writing signed by the parties hereto.

22. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the State of Iowa. Time is of the essence of this Lease.

23. Entire Agreement. This Lease contains all the agreements of the parties concerning the subject matter of it. Further, this Lease shall supersede all prior agreements or leases entered into between TENANT and the AUTHORITY relating the use of and/or access to the Landfill, its facilities and buildings.

24. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

25. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.

26. Voluntary Agreement; Authority to Execute. TENANT and AUTHORITY each represent that they have read this Lease in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Lease they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Lease. The signatories to this Lease represent that they have the proper authority to execute this Lease on behalf of the respective party.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except TENANT (i) cannot seek money damages or pursue an action in law; and (ii) is instead limited to bringing a proceeding in the

nature of specific performance, injunctive relief or mandamus, or any other action in equity; provided that the foregoing exception with respect to TENANT's remedies shall not apply to damages or liabilities arising from: (A) a breach of Section 32; (B) claims that are subject to indemnification under Section 9; (C) personal injury or death or damage to any real or tangible personal property caused by AUTHORITY'S negligent acts or omissions or willful misconduct; or (D) the grossly negligent acts or omissions or willful misconduct of AUTHORITY in performing its obligations under this Lease.

28. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of Iowa. Any litigation between the Parties hereto concerning this Lease shall be initiated in any state or federal court of the State of Iowa for the County of Wapello.

29. Contact Information. TENANT shall notify AUTHORITY within thirty (30) days of any changes to TENANT's address, phone numbers or other contact information.

30. Permitted Use. Notwithstanding anything to the contrary contained herein, TENANT may use the Premises for the following purpose only: construction, installation, improvement, maintenance, use and operation of a Landfill Gas collection and electricity production facility in furtherance of the LFG Agreement (collectively, the "Permitted Use").

31. Signs. TENANT, upon receiving prior written approval of the AUTHORITY which will not be unreasonably withheld, shall have the right, at its own cost and expense, throughout the Term to install and maintain signs upon the Premises as TENANT may desire provided said installation complies with the laws, regulations and ordinances affecting said location. Upon the expiration of this Lease, TENANT shall remove any such signs placed upon said Premises and shall repair any damage to the Premises caused by the erection or removal thereof.

32. Covenants of Authority; Quiet Enjoyment.

(a) AUTHORITY covenants and agrees that on the Commencement Date the Premises shall be delivered to TENANT vacant, and free and clear of any tenancies.

(b) AUTHORITY covenants and agrees that, if and so long as TENANT observes and performs its obligations under this Lease on the part of TENANT to be observed and performed throughout the Term of this Lease, TENANT shall quietly and peacefully have, hold, use, possess, enjoy, and occupy the Premises without hindrance or interruption by AUTHORITY.

33. Construction; Maintenance and Operation; Fixtures. All items relating to construction, maintenance, operations and fixtures shall be governed by the terms of the LFG Agreement.

34. Memorandum. Either AUTHORITY or TENANT may record a memorandum of this Lease or a memorandum of any amendment or modification of this Lease. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease or a memorandum of any amendment or modification of this Lease in proper form for recordation together with any transfer tax returns or forms necessary for such recordation. The party requesting such memorandum of this Lease shall be responsible for the payment of any recording taxes. Upon the expiration or sooner termination of this Lease, TENANT covenants that it will, at the request of AUTHORITY, execute, acknowledge, and deliver an instrument canceling any memorandum of this Lease which is recorded and all other documentation required to record same. If TENANT fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, then TENANT hereby appoints AUTHORITY as TENANT's attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver such instrument of cancellation on TENANT's behalf.

35. Access. AUTHORITY hereby agrees to provide TENANT with reasonable access the AUTHORITY's property so that TENANT may safely access the Premises during the term of this Lease.

36. Environmental Matters.

(a) Definitions. In this Section 36, the following terms have the following meanings:

1. "Environmental Condition" means any condition that exists or has existed with respect to soil, storm waters, surface or ground waters, stream sediments, or air, and every other environmental media, which condition requires investigation, clean up, remediation or response action pursuant to applicable Environmental Laws or which condition could result in claims, demands, orders, penalties, fines or liabilities under applicable Environmental Laws by or to third parties, including without limitation all applicable governmental entities.
2. "Environmental Laws" means all applicable federal, state, and local laws, statutes, ordinances, regulations, decrees, orders, permits and rules currently in effect or which may come into effect during the Term, and as they may be amended from time to time, and all implementing regulations, orders, and applicable federal or applicable state court decisions interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health and safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Substances, including without limitation, all applicable federal or state superlien or environmental clean-up statutes.
3. "Hazardous Substance" means any material regulated by any Environmental Law, and includes a hazardous substance as defined under Iowa Code sections 455B.381(5) and 455B.411(2) and a hazardous waste as defined in Iowa Code section 455B.411(3).
4. "Nuisance" means a nuisance as defined in Iowa Code section 657.1(1).

(b) Compliance with Environmental Laws

1. For purposes of this Section 36, TENANT shall be responsible for not only its activities on AUTHORITY property but also the activities of its officers, employees, contractors, subcontractors, Affiliates, those it brings onto the Premises and any person subject to the TENANT's control.
2. TENANT shall at all times during its use of the Premises comply with all Environmental Laws. In furtherance of this provision, at a minimum, and without limitation, TENANT shall at all times relevant to this Agreement and during TENANT's activities on the Premises:
  - A. Apply for, obtain and maintain any and all necessary permits, licenses, identification numbers and notices as required by applicable Environmental Law, making timely and full payment of any fees.
  - B. Maintain, implement and update a Storm Water Pollution Prevention Plan ("SWPPP") compatible with the AUTHORITY's SWPPP and sufficient to comply as a co-permittee with the Iowa Department of Natural Resources National Pollutant Discharge Elimination System Permit ("NPDES Permit") as it may be



amended or reissued. TENANT shall fully cooperate with the AUTHORITY in committee inspections. TENANT shall ensure compliance with the terms and conditions of the NPDES Permit and the terms of the storm water pollution prevention plan(s) developed under the NPDES Permit.

C. Undertake responsibility for all of its actions or operations occurring on the Premises that result in environmental contamination, whether on or off the Premises.

3. TENANT shall not cause or permit any Hazardous Substance to be generated, manufactured, refined, treated, disposed of, produced or released on the Premises except in the ordinary course of TENANT's business and in compliance with applicable law. This restriction does not preclude the use or storage of a Hazardous Substance by TENANT on the Premises in the ordinary course of TENANT's business provided such activities are done in accordance with the appropriate Environmental Laws, and provided any Hazardous Substance that is used, disposed of or stored is done so in accordance with the applicable Environmental Laws. If requested by the AUTHORITY, TENANT shall provide a written list of Hazardous Substances used or stored, or intended to be used or stored, at the Premises, and the approximate quantities used or stored; provided that the list need not include cargo stored temporarily while in transit. AUTHORITY may require TENANT to discontinue the use of certain Hazardous Substances to the extent that AUTHORITY determines after consultation with TENANT that suitable replacement substances can be utilized.

4. TENANT shall not cause or allow any person subject to the TENANT's control to cause, any use of any part of the Premises that would create or constitute a Nuisance.

5. If TENANT makes any written disclosure, or provides any report, to any governmental agency concerning a release of Hazardous Substances at the Premises, TENANT shall concurrently also provide a copy of such disclosure or report to the AUTHORITY.

6. TENANT shall promptly deliver a copy to the AUTHORITY of all notices that TENANT receives from any governmental agency or third party concerning a claim or a notice of violation regarding Hazardous Substances at the Premises.

(c) Environmental Responsibility. Without waiving any rights of the AUTHORITY or TENANT either expressed or implied with respect to third parties:

1. TENANT shall be responsible for any Environmental Condition on the Premises caused or contributed to by TENANT's activities on or use of the Premises.

2. In the event that TENANT's activities cause or contribute to an Environmental Condition, TENANT shall immediately notify the AUTHORITY, other parties required to be notified, and the governmental agency having jurisdiction over the Environmental Condition. All parties causing or contributing to an Environmental Condition shall take immediate action to report, as required by law, investigate, cleanup and remediate the Environmental Condition. Notwithstanding the previous sentence, the AUTHORITY

reserves the right to require that TENANT conduct remedial activities for Environmental Conditions caused or contributed to by TENANT's activities that place the property in the condition required for the AUTHORITY's anticipated future use of the Premises.

3. In the event the AUTHORITY must undertake investigation or remediation of an Environmental Condition, TENANT hereby grants the AUTHORITY and its employees, consultants, contractors, and representatives access to the Premises for those purposes.

(d) Obligation to Investigate and Remediate. TENANT, at TENANT's sole cost and expense, shall promptly investigate and remediate, in accordance with the requirements of all applicable Environmental Laws, any release or discharge, or threat of release or discharge, of Hazardous Substances on the Premises or elsewhere on the Landfill caused or contributed to by TENANT's activities. If TENANT does not promptly commence investigation of any release or discharge or threat of release or discharge or does not diligently pursue appropriate remedial activities as required by applicable Environmental Laws, the AUTHORITY, in its discretion, may pay to have the release or discharge or threat of release or discharge investigated and remediated as required by applicable Environmental Laws, and TENANT shall reimburse the AUTHORITY for the documented costs plus twenty percent (20%) administrative fee within 15 days of the AUTHORITY's demand for payment.

(e) Indemnity for Environmental Conditions. TENANT shall indemnify, defend (with counsel acceptable to the AUTHORITY) and hold the AUTHORITY harmless against and with respect to any and all damages (including all consequential damages), claims, losses, liabilities, fines and penalties, and expenses, including without limitation, legal and consulting expenses (including attorney fees, litigation and expert witness costs, and the costs of any cleanup and remediation of Hazardous Substances as required by applicable Environmental Laws or which may be necessary to redevelop the Premises for the AUTHORITY's anticipated future use), incurred by the AUTHORITY or which are asserted against or imposed upon the AUTHORITY by any other party (including without limitation any governmental entity) for any Environmental Condition caused or contributed to by TENANT's activities or use of the Premises. TENANT's obligation contained in this Section 36(e) will not apply if the applicable claims, losses, liabilities, fines, penalties, expenses and costs are caused solely by the negligence or the willful misconduct of the AUTHORITY.

(f) Release of Hazardous Substances Claims Against the AUTHORITY. TENANT releases, acquits, and forever discharges the AUTHORITY from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which TENANT may now have, or which may hereafter accrue on account of or in any way growing out of all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage, and the consequences thereof resulting or arising out of the presence or cleanup of any Hazardous Substance on the Premises.

(g) Vacation of Leased Premises. In addition to its other obligations under this Section 36, prior to the end of the Term or earlier termination of this Agreement, TENANT shall remove, all TENANT's Hazardous Substances stored at the Premises. Unless instructed otherwise by the AUTHORITY, TENANT shall also prior to vacating the Premises remove all tanks, piping, and other equipment that stored Hazardous Substances, or that are contaminated by Hazardous Substances. TENANT shall give the AUTHORITY at least ten (10) days written notice prior to removing tanks, piping, or other equipment. Should TENANT fail to comply with this subdivision, in addition to all other damages and remedies which may be available to the AUTHORITY, TENANT shall be liable to the AUTHORITY for the fair rental value of the Premises as if uncontaminated (which shall not be less than the rent set forth in this Agreement), or to the extent the Premises can be partially occupied by others, the reduction in the fair rental value, until the required removal

or remediation has occurred. Nothing in this subdivision shall operate to extend the Term or give TENANT a right of occupancy beyond the Term, or earlier termination of this Agreement, without the express written consent of the AUTHORITY.

(h) Survival of Provisions.

A. TENANT's liability under this Section 36 for any violation of its provisions will survive the termination of this Agreement.

B. For Environmental Conditions caused or contributed to by TENANT's activities that become known after the expiration or termination of this Agreement, TENANT's liability will be based on whatever federal, state or local laws apply at the time of any required investigation, response action, clean up or remediation.

37. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

***[Intentionally Blank – Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties have duly executed this Lease on the day and year first above written.

**AUTHORITY:**

**OTTUMWA – WAPELLO SOLID WASTE  
COMMISSION, a**

[ \_\_\_\_\_ ] in the State  
of Iowa

By: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

**VESPENE ENERGY, INC.**

By:  \_\_\_\_\_  
\_\_\_\_\_

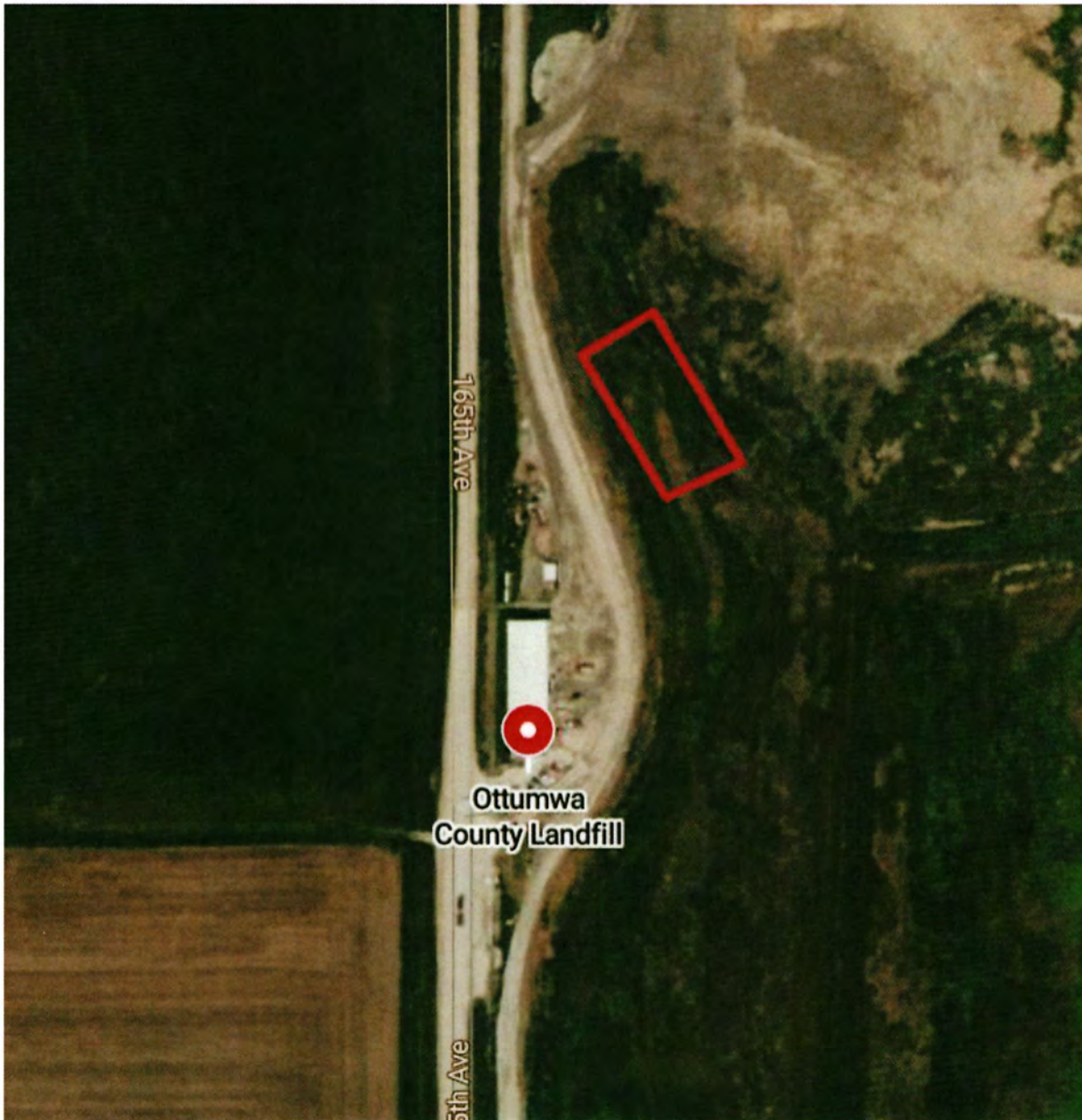
By: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**

Survey of Premises

(See Attached)

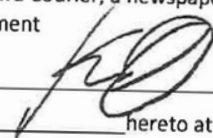


# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say 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

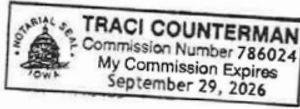
Vespene Land Lease  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 6-13-24

Subscribed and sworn to before me, and in my presence, by the said 13 day of June, 2024



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 31.70

**COP**

**IT**

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 LEASE REAL PROPERTY TO VESPENE ENERGY, INC., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on June 18, 2024, at 5:30 p.m. in the Bridge View Center, 102 Church St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to lease the City's interests in certain real property to Vespene Energy, Inc. for the purpose of constructing and operating a plant to produce electricity from landfill gas for an initial term of 20 years. The real property proposed to be leased is locally known as 13277 165th Ave., Ottumwa, Iowa and is generally described as follows:

Approximately 20,000 square feet at the Ottumwa/Wapello County landfill as depicted on Exhibit A to the Land Lease Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

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

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

Dated this 13th day of June, 2024.

City Clerk, City of Ottumwa in the State of Iowa

received  
1013-24-130

Item No. G.-1.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jun 18, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY AMENDING SECTIONS 2-233 & 2-234 FOR THE PURPOSE OF REVISING THE CITY'S PURCHASING POLICIES AND PROCEDURES

\*\*\*\*\*

\*\*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 ordinance will not be placed on the agenda.

RECOMMENDATION: Pass the second reading of Ordinance 3226-2024.

DISCUSSION:

Second consideration of the ordinance amending Sec. 2-233 & 2-234 relating to purchase policies. The ordinance removes specific language and provides for a purchase policy to be adopted by resolution. Further, the policy will be reviewed annually and presented for approval at the City Council's first regular meeting in July. The proposed purchase policy has been distributed to council and staff for review and questions. Staff will request approval and adoption of the policy once Ordinance 3226-2024 has been passed and adopted.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

**ORDINANCE NO. 3226-2024**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY AMENDING SECTIONS 2-233 & 2-234 FOR THE PURPOSE OF REVISING THE CITY'S PURCHASING POLICIES AND PROCEDURES**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT:**

**SECTION ONE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 2-233 as follows:

Section 2-233. – Specific Purchases.

- (a) *Purchasing Policies and Procedures.* The City Council shall annually approve and adopt the City's Purchasing Policies and Procedures at their first Regular Meeting of July. The Finance Director shall prepare said policies in a timely fashion to provide sufficient review by the City Council.

**SECTION TWO.** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 2-234 as follows:

Sec. 2-234. – Procedures for bids and quotations.

All City purchases shall comply with the procedures outlined in the City's Purchasing Policies and Procedures.

**SECTION THREE.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION FOUR.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION FIVE.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law.

**SECTION SIX.** When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 4 day of June, 2024.



Passed on its second consideration on the 18 day of June, 2024.

Passed on its third consideration on the \_\_ day of \_\_\_\_\_, 2024.

Approved this \_\_ day of \_\_\_\_\_, 2024.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

No action taken by Mayor

Vetoed this \_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Richard W. Johnson, Mayor

Repassed and adopted over the veto this \_\_ day of \_\_\_\_\_, 2024.

Veto affirmed this \_\_ day of \_\_\_\_\_, 2024 by failure of vote taken to repass.

Veto affirmed no timely vote taken to repass over veto.

ATTEST:

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



## Purchasing Policies and Procedures Adopted XXXXXX XX, XXXX

The intent of the Ottumwa City Council and city staff is to buy materials, supplies and services of high quality at a reasonable cost. Supplies, equipment, construction and services should be obtained efficiently and economically, and in compliance with applicable law and agency regulations. Procurement decisions should be made through full and open competition.

Further, these following procedures ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

This policy applies to the procurement of all supplies, equipment, and construction and services of and for the City of Ottumwa that include any federal program funding. Regarding any such federal programs, all procurement will be done in accordance with Title 2 Code of Federal Regulations (CFR) Grants and Agreements; Part 200.2 CFR references are noted. All other appropriate sections of Iowa Code and the Ottumwa Code of Ordinances shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or the most restrictive requirement will be followed.

### I. Policies

- A. It shall be the responsibility of the Department Head to ensure that all policies and procedures are followed by his/her department.
- B. The Department Head shall be responsible for all purchases for his/her department. At the Department Heads' discretion, he/she may delegate approval authority to secondary supervisors for purchases not to exceed \$1,000.
- C. The purchasing methods described herein shall be followed when purchasing goods and services on behalf of the City.
- D. All purchases for capital equipment or capital improvements must be approved in advance by the City Administrator and by the City Council, when required.
- E. All applicable paperwork should be forwarded to the Finance Department as promptly as possible to expedite processing.
- F. No purchase made by an employee shall bind the City to receive and/or pay for the goods or service procured, unless authorized by the methods described herein. **All contracts** for goods and services must be approved by the City Council in the manner provided in the Ottumwa Code of Ordinances. **No contract shall be executed by anyone other than the person authorized by Resolution of the City Council.**

G. Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendors' invoices, the cancellation of purchase orders or purchasing privileges, or other sanctions as necessary.

H. Transactions shall not be split into smaller parts in order to circumvent the dollar limitations and requirements of this policy.

I. The City does not prepay for goods or services or utilize prepaid devices such as gift cards. If a vendor requires prepayment for goods or services, authorization must be obtained from the City Administrator, or by the Finance Department if such authority has been so delegated.

J. Employee reimbursements should be kept to a minimum and shall be limited to emergencies, collective bargaining agreement allowances, and travel/training where said expenditures cannot reasonably be approved in advance. Sales tax will only be reimbursed to employees for these types of transactions.

K. Department heads must verify and ensure that all purchases for items being funded by State or Federal grants or other grants qualify for the guidelines and requirements of the grant and do NOT exceed available grant funds unless approved by the City Administrator, or by the Finance Department if such authority has been so delegated.

L. Local Preference Given – The City of Ottumwa recognizes that the success of our City is directly linked to the success of our local businesses. For this reason the City of Ottumwa allows locally-owned businesses located within the City of Ottumwa corporate limits a five (5) percent preference on purchases (up to a maximum differential of \$5,000). Purchases which are made through the formal bid process (i.e. construction projects) must be awarded to the lowest responsive, responsible bidder per Code of Iowa requirements. Local preference is not allowed where federal dollars will be used (200.319), or where the Iowa Code Chapter 26 so requires.

M. Where possible, department heads are required to coordinate their purchasing activities with other departments in order to obtain the best purchase price available.

N. Contracting with small and minority business, women's business enterprises, and labor surplus area firms (200.321)

1. Staff shall assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
2. Staff shall place qualified small and minority businesses and women's business enterprises on solicitation lists;
3. Staff, whenever lawfully permitted, shall divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Staff shall establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Staff shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Staff shall require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).



## ~~II. Methods and Procedures~~

~~All purchases, regardless of dollar amount or bidding method, must use one of the following purchasing methods. These methods of purchasing goods and services are available for purchases not requiring formal bidding and council approval:~~

- ~~1. Purchase order~~
- ~~2. Annual purchase order~~
- ~~3. Small purchase order~~
- ~~4. Emergency purchase order~~
- ~~5. Petty cash~~
- ~~6. Certain exceptions~~

~~A. A purchase order is mandatory for all purchases with the only exceptions being listed in this document. In order to obtain a purchase order, it is required that a purchase requisition be submitted to the Finance Department prior to placing the order with the vendor. A purchase order is obtained using the following steps:~~

~~Step 1—A purchase requisition is submitted to the Finance Department via the Financial Plus software. The form must be properly completed, including appropriate descriptions, required approvals, and correct fund/account numbers. All information is reviewed and verified by the Finance Department.~~

~~Step 2—A pre-numbered purchase order is issued by the Finance Department. The original is returned to the purchasing department to send to the vendor; a second copy is retained by the purchasing department (to be included with invoice when submitted for payment); and a third copy is held by the Finance Department.~~

~~Step 3—The purchasing department orders the goods or services. As noted on the face of the purchase order, all invoices are to be sent to the City Hall address. All vendor invoices should indicate the purchase order number, and the goods received should be verified against the invoice and the purchase order by the department.~~

~~B. The annual purchase order may be issued to qualified vendors for the procurement of regular, ordinary, and necessary purchases. Annual purchase orders should only be used with vendors with a high volume of usage. Improper use of an annual purchase order will result in its cancellation. Annual purchase orders should not be used for:~~

- ~~1. Travel and training (see travel and training policy)~~
- ~~2. Initiating ongoing service, utility, or maintenance contracts~~
- ~~3. Purchasing capital equipment (7\*\* account numbers)~~

~~An annual purchase order is obtained using the following steps:~~



~~Step 1—A purchase requisition form should be submitted to the Finance Department via the Pentamation software similar to that of a regular purchase order. An annual purchase order is issued for a period of time not to extend past the end of the current fiscal year. It should also include an estimate of the amount to be purchased over this period of time. The department's budget will be encumbered by the amount estimated. The amount to be encumbered cannot exceed the amount available in the budget. Once the estimated purchase amount or the time period has been exceeded, the annual purchase order will be canceled.~~

~~Step 2—The purchasing department should make arrangements with the vendor to purchase under the annual purchase order. Every department wishing to purchase with a vendor using an annual purchase order should submit for its own annual purchase order with that vendor.~~

~~Step 3—The purchasing department orders the goods or services. Each purchase under an annual purchase order does not require a requisition. The annual purchase order number must be known in order for a purchase to be made from the vendor. As noted on the face of the purchase order, all invoices are to be sent to the City Hall address. All vendor invoices should indicate the purchase order number.~~

~~C.—A small purchase order can be utilized for the procurement of regular, ordinary, and necessary purchases that are under \$250 in total for non-local purchases and under \$750 in total for purchases within Ottumwa or West Ottumwa. A pre-numbered small purchase order form must be properly approved at the Supervisory level or higher (Department Head discretion) prior to making the purchase. The purchase does not need to be authorized by the Finance Department. Small purchase orders should not be used for:~~

- ~~1. Travel and training (see travel and training policy)~~
- ~~2. Initiating ongoing service, utility, or maintenance contracts~~
- ~~3. Purchasing capital equipment (7\*\* account numbers)~~

~~Small purchase orders are printed and distributed by the Finance Department to each department in pre-numbered lots. Each department utilizing small purchase orders should record each one on the spreadsheet located by department in the x:drive—smallpo folder, include the small purchase order number, the date of issuance, the vendor, the amount, and the employee using the small purchase order. Instructions for issuing small purchase orders is as follows:~~

~~Step 1—A purchase requisition is not required to make small, ordinary purchases. A small purchase order form should be obtained from the department supervisor. An entry in the small purchase order log should include the department, the small purchase order number, the date of issuance, the vendor, the amount, and the employee using the small purchase order.~~

~~Step 2—A three-part, pre-numbered small purchase order form should be completed in its entirety including appropriate signatures.~~

~~Step 3—The original (white) form should be given to the vendor. The yellow copy should be attached to the invoice, packing slip, bill of lading and/or receiving report and forwarded to the Finance Department. The purchasing department should retain the pink copy. This form is not required to purchase under a blanket purchase order.~~

~~D. Certain exceptions to the above purchasing methods are as follows:~~

- ~~1. Gasoline credit card purchases~~
- ~~2. Beer escrow purchases~~
- ~~3. Payments for contracted rents and leases (PO required before entering into such an agreement)~~
- ~~4. Utilities and long term service or maintenance contracts (PO required before entering into such an agreement)~~
- ~~5. Travel and training (See travel and training policy)/Employee reimbursements~~
- ~~6. Subscription, Dues, and Membership renewals (PO required before initiating a new service)~~
- ~~7. Damage claims submitted by Alternative Service Concepts~~
- ~~8. Certain budgeted contributions to outside agencies~~
- ~~9. Property acquisitions through City Attorney~~
- ~~10. Contracts and purchases approved by City Council (PO is optional)~~

~~Unless listed above, all purchases require some form of purchase order number.~~

### III. Informal and Formal Bidding

#### A. Informal Quotation Process; CFR 200.320(a) & 200.320(b)

1. The purchase of any goods or services with a total value between \$1,000 and \$10,000 requires at least three verbal quotes and the quotes received may be documented on a "Verbal Quotes Recording Sheet", as attached to this policy. These quotations can be either telephone quotations or from a suppliers catalog. After recording all three quotes, reviewing the prices and determining the low bidder who has met the requirements subject to the Local Preference provisions outlined in Section I L. of this policy, the employee may prepare the requisition.

- Only the original "Verbal Quotes Recording Sheet" is acceptable as an attachment to the request.
- When obtaining verbal quotations, you are subject to certain legal constraints:
  - a. Do not reveal one vendor's price to another until the purchase has been approved.
  - b. Do not ask a vendor to revise the price once it is given. (However, should a vendor call back before you have completed the verbal quotation process requesting to revise the price, you may accept the new price.)
- A "No Bid" is not considered a bid when obtaining verbal quotations. Three prices are to be obtained. If after contacting 6 or more vendors or as many vendors that are available, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and Finance Department always reserve the right to review each verbal quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.
- Reasons for not accepting the low quote should be fully explained on the requisition form.

2. The purchase of any goods or services whose total value is between \$10,000 and \$65,000 shall require three competitive written quotations. A copy of each bid must be attached to the request. Written quotes can be accepted in a variety of different mediums, but must clearly identify the vendor information associated with the pricing (IE: email, fax, internet pricing list, traditional catalog price lists, brochures, flyers). Pricing should include all applicable charges and shipping/handling fees. Purchases must also meet the following requirements:

- a. For public improvements including highway, bridge, or culvert work, which qualify under Chapter 26 of the Code of Iowa, the contractor must provide a performance and payment bond for a public improvement project of more than \$25,000.
  - b. City Administrator shall seek City Council approval for purchases that have not been authorized in the Adopted Budget.
- A "No Bid" is not considered a bid when obtaining written quotations. Three prices are to be obtained and submitted in writing. If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and Finance Department always reserve the right to review each verbal quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.



- Lowest responsible quote will be chosen subject to the Local Preference provisions outlined in Section I L. of this policy. Reasons for not accepting the low quote should be fully explained on the requisition form.

B. Competitive Bidding Process (semi-formal); CFR 200.320(c)

1. The purchase of any goods or services with an estimated value greater than \$65,000, or public improvements which qualify under Chapter 26 of the Code of Iowa with an estimated value between \$65,000 and \$196,000, EXCLUDING improvements for highway, bridge, or culvert work, shall require the taking of competitive bids based on written bid specifications. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

All bid documents shall receive prior approval from the City Administrator or his designee. All amendments to bid specifications shall be made in writing. In the event it is deemed necessary to verbally inform a vendor of a bid specification change, such verbal communications shall be immediately followed up with written confirmation of the change. A notice to bidders may be published in an authorized publication but is not required.

The written bid documents will include the time, place, and manner for filing quotations, which may be received by mail, fax, or e-mail.

A report outlining all bids received, including the vendor names and the amount of the bids shall be submitted. If the bid is being awarded to a vendor other than the low bidder, the report shall also state why the bid is not being awarded to the low bidder. The report shall also include the amount budgeted for this purchase. The respective Department Head, along with the City Administrator shall solicit City Council approval of all *semi-formal* bids, contracts, and purchases.

Purchases for public improvements qualifying under Chapter 26 of the Code of Iowa that are between \$65,000 and \$196,000 also require that the contractor provide a performance and payment bond. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

C. Formal Bidding (formal); CFR 320(d)

1. Purchases for public improvements qualifying under Chapter 26 of the Code of Iowa that are in excess of \$196,000 or are public improvements for highway, bridge, or culvert work that are in excess of \$65,000 must use formal bidding as defined by Chapter 26 of the Code of Iowa unless the improvements are declared *emergency repair work*. If there is any question about whether or not such a situation exists, an opinion from the City Attorney shall be obtained. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.



2. Formal bids must be taken with the cooperation of the City Administrator and the City Clerk using the following steps:
  - a. Detailed and written plans and specifications and a detailed cost estimate must be prepared for the public improvement project, approved by the City Administrator, and placed on file with the City Clerk's office.
  - b. A notice to bidders must be posted in the following places:
    - 1) A relevant contractor plan room with statewide circulation
    - 2) A relevant construction lead generating service with statewide circulation
    - 3) An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.
    - 4) Notices must include:
      - Time and place for filing sealed proposals
      - Time and place sealed proposals will be opened and considered on behalf of the governing body
      - The general nature of the public improvements on which bids are being requested
      - In general terms, when the work must be commenced and when it must be completed
      - Bid security and bid bond requirements
  - c. A notice of public hearing on plans, specifications, form of contract, and cost estimate must be published by the City Clerk not less than 4 days but not more than 20 days before the public hearing.
  - d. A public hearing on plans, specifications, form of contract, and cost estimate on published date by the City Council
  - e. City Council passes or rejects resolutions to adopt plans, specifications, form of contract, and estimate of cost.
  - f. A formal opening and announcement of sealed bids on published date by the respective Department Head or their designee and the City Clerk; review, consideration, and recommendation of bid award by the respective Department Head or their designee who then prepares report of bids received
  - g. City Council receives staff report of bids received.
  - h. City Council passes or rejects resolution to award construction contract and bonds with the lowest responsive, responsible bidder who has met all bid security and bond requirements.

D. Noncompetitive Proposals; CFR 320(f)

1. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - a. One Source: the item is available only from a single source
  - b. Exigency/Emergency: an exigency or emergency will not permit a delay resulting from competitive solicitation
  - c. Awarding Agency Approval: the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
  - d. Inadequate Competition: after the solicitation of a number of sources, competition is determined inadequate
  - e. Noncompetitive proposals shall be accompanied by written justification of the circumstances that apply.

## E. Contract Administration

1. The City Administrator or his designee will advertise and bid all contracts qualifying for formal bidding procedures. The City Administrator or his designee will oversee receiving, opening, and announcing all formal bids. Bids received late will be immediately returned to the late bidder unopened.

2. Formal bid contracts will be executed by the Mayor and attested to by the City Clerk. Copies of all contracts should be forwarded to the City Clerk's Office. All contracts shall be presented to the City Council for approval and executed by the Mayor and attested to by the City Clerk.

3. The City Administrator or his designee will administer all contracts on the authority of the City Council.

4. The City Administrator or his designee will approve all change orders to contracts. City Council must approve all cumulative change orders greater than 10% of original contract amount.

5. Where appropriate, retainage shall be withheld on contracts for public improvements as provided for by State law or on other contracts as deemed appropriate or necessary. Retainage on a contract may not exceed 5% of the cost of the public improvement. An application by a contractor for early release of a retainage requires City Council consideration and approval.

6. The final acceptance, the final contractor payment, and the release of retainage authorization (unless early release applied for) of a formal bid contract shall be approved by City Council in one action.

7. *Emergency Repair Work* is declared via resolution by the City Council and a certificate from an external, registered, professional engineer certifying that the emergency repairs are necessary. If declared by City Council, semi-formal procedures may be used in place of formal procedures as prescribed by State code.

8. City of Ottumwa will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). [www.sam.gov](http://www.sam.gov) (200.214)

9. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.327 and Appendix II to Part 200.

10. City of Ottumwa will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

No officer, employee, or agent of the City shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer, or agent; any member of his/her immediate family; His/her partner; or an organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award.

City of Ottumwa officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors. To the extent permitted by federal, state, or local law or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against City's officers, employees, or agents.

#### E. Miscellaneous

1. Contracting for professional services (legal, engineering, etc.) or for ongoing technical services (maintenance, utilities, etc.) may be done on a negotiated basis. Where practical, however, those vendors providing such services should be asked to submit formal proposals to provide the services requested. Such proposals shall be evaluated on the basis of the vendor's reputation, experience, and understanding of the work to be done. Price, while being a factor, should not be the primary factor. City Administrator and City Council authorization or affirmation is still required at the same dollar limitations as semi-formal (greater than \$65,000) or formal bid contracts.

2. Bids solicited by the United States of America or an agency thereof, the State of Iowa, Wapello County, or another governmental unit may be used as a replacement to the bidding requirements unless bidding is required by the Code of Iowa, the City Council, or the City Administrator. The availability of a bid from another government agency does not preclude the City from seeking and obtaining bids in a manner provided through this policy.

3. All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. All bid specifications for a purchase that is funded through a State or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Contractors must be evaluated when the bids are received on their ability to meet these State or Federal requirements. In addition, no purchases to be covered by the grant can be made prior to the execution of the grant agreement unless approved by the grantor.

5. Purchase transactions for goods or services with a City employee (the employee, employee's spouse, or employee's business) are limited to \$6,000 per fiscal year per employee in total as per State law. Any transactions with an employee that will exceed this limit are required, as a minimum, to obtain at least three written quotations or conduct a semi-formal bidding process.

6. For any given purchase, due to the nature of the contract, the competitiveness of the vendors, or for other reasons, the department may choose to use the bidding procedures for a higher dollar threshold than which the purchase falls under. The department may not, however, select bidding procedures for a lower dollar threshold than what is prescribed.

7. Under emergency operating conditions the City Administrator will obligate the City for necessary expenditures subject to a report to the City Council at its next scheduled meeting.



8. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used (CFR 200.324). The City shall perform some form of cost/price analysis for every procurement action including contract modifications, amendments, or change orders. The City shall make an independent estimate prior to receiving a bid or proposal. The City shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, the City must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

9. Records shall maintain sufficiency to detail the significant history of procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (CFR 325)

- a. City must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.
- b. City must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
  - 1) City's procurement procedures or operation fails to comply with the procurement standards in this Part;
  - 2) The procurement is expected to exceed the Simplified Acquisition Threshold (200.88) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - 3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  - 4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  - 5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c. City is exempt from the pre-procurement review in paragraph b. of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.
  - 1) City may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
  - 2) City may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City of Ottumwa that it is complying with these standards. City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.



10. In the event applicable federal or state laws are amended, this policy shall be interpreted consistent with said amendments, and any conflicts between this policy and applicable law shall be resolved in favor of the applicable law.

11. *Surplus materials and equipment.* The Finance Director is expressly authorized to procure from any federal, state or local government unit or agency thereof surplus machinery, motor vehicles, materials, supplies, commodities, or equipment as may be made available through the operation of any legislation heretofore or hereafter enacted without conforming to the competitive bidding requirements of the City's Purchasing Policies and Procedures.

12. *Supply schedules.* The Finance Director is also expressly authorized to procure goods and/or services from supply schedules of the U.S. General Services Administration and from contracts established by the state department of general services, the state department of transportation, and the state communications network pursuant to procedures established by state code or pursuant to supply schedules or accepted bids through the county bidding procedures.

13. *Regular, temporary or seasonal employment.* Regular, temporary or seasonal employment contracts or hiring within the city shall not be subject to a competitive bidding process.

# VERBAL QUOTES RECORDING SHEET

## For Purchases of \$750 up to \$9,999

MUST COMPLETE THIS FORM PRIOR TO REQUESTING APPROVAL

Additional sheets can be attached if needed

PRICE INFORMATION WAS REQUESTED FOR THE FOLLOWING ITEMS:

| PRODUCT NAME | ADDITIONAL DESCRIPTION | QUANTITY |
|--------------|------------------------|----------|
|              |                        |          |

| #1 VENDOR NAME | CONTACT NAME & PHONE NO. | BID AMOUNT | Check box to winning Bidder |
|----------------|--------------------------|------------|-----------------------------|
|                |                          |            | <input type="checkbox"/>    |

| #2 VENDOR NAME | CONTACT NAME & PHONE NO. | BID AMOUNT |                          |
|----------------|--------------------------|------------|--------------------------|
|                |                          |            | <input type="checkbox"/> |

| #3 VENDOR NAME | CONTACT NAME & PHONE NO. | BID AMOUNT |                          |
|----------------|--------------------------|------------|--------------------------|
|                |                          |            | <input type="checkbox"/> |

| #3 VENDOR NAME | CONTACT NAME & PHONE NO. | BID AMOUNT |                          |
|----------------|--------------------------|------------|--------------------------|
|                |                          |            | <input type="checkbox"/> |

I certify that the above bids were obtained in accordance with the City of Ottumwa's Purchasing Policies and procedures and that the information above represents actual and accurate information received from the vendors named above for the items described above.

Employee Signature

Date

**CITY OF OTTUMWA**  
Staff Summary

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

**received**  
6/13/24 130p

Council Meeting of: Jun 18, 2024


Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3227-2024 - An Ordinance Amending Sec. 20-4(g), Inspection Board of Review, of the Code of Ordinances of the City of Ottumwa, Iowa for the Purpose of Revising the Terms for the Inspection Board of Review

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the first reading of Ordinance 3227-2024

DISCUSSION:

Discussion began toward the end of 2023 to review requirements of city boards and commissions and where available to standardize the quantity of members, residency requirements, years for a term, and limit on consecutive terms. On January 16 the City Council discussed these items and unless outlined elsewhere agreed to review language which identified four-year terms with a limit of two (unless no one was interested in applying), five member boards, and removal of a strict residency requirement. On March 26 the City Council met again to review specific language to revise the code. At least one board expressed concern with limiting the number to five. City Council requested that the other boards be consulted and ordinance brought back.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

Ordinance No. 3227-2024

AN ORDINANCE AMENDING SEC. 20-4(g). INSPECTION BOARD OF REVIEW, OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA, IOWA FOR THE PURPOSE OF REVISING THE TERMS FOR THE INSPECTION BOARD OF REVIEW

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

**SECTION ONE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 20-4(g) as follows:

Sec. 20-4

...

(g) *Inspection board of review.* In order to provide for interpretation of the provisions of the housing code and to hear appeals provided for here under, there is hereby established an inspection board of review consisting of five members none of whom are employees of the city. The mayor shall designate a secretary to the board. The board shall be appointed by the mayor and approved by the city council. Upon the effective date of this subsection, each member will serve a four-year term. Terms shall be staggered so that no more than two members' terms expire in any one year. A board member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a board member may serve three consecutive terms. Appeals to the board shall be processed pursuant to this Code. The board shall also sit as the review board regarding chapters 10, Building; 13, Electricity; 14, Fire; 19, Heating; and 27, Plumbing, and shall have the jurisdiction of subsection (h) of this section and the powers of and follow the procedures of subsection (i) of this section in processing and adjudication matters before it arising out of said chapter.

**SECTION TWO.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION THREE.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION FOUR.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law.

**SECTION FIVE.** When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.




Passed on its first consideration on the 18 day of June, 2024.

Passed on its second consideration on the \_\_\_ day of ~WAIVED~, 2024.

Passed on its third consideration on the \_\_\_ day of ~WAIVED~, 2024.

Approved this 18 day of June, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

\_\_\_ No action taken by Mayor

\_\_\_ Vetoed this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Richard W. Johnson, Mayor

\_\_\_ Repassed and adopted over the veto this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_ Veto affirmed this \_\_\_ day of \_\_\_\_\_, 2024 by failure of vote taken to repass.

\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:



Christina Reinhard, CMC, City Clerk



6-13-24 130

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jun 18, 2024

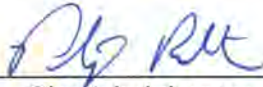
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3228-2024 - An Ordinance Amending Sec. 11-2, Board Membership, Term, of the Code of Ordinances of the City of Ottumwa, Iowa for the Purpose of Revising the Terms for the Board of Cemetery Trustees

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the first reading of Ordinance 3228-2024

DISCUSSION: Discussion began toward the end of 2023 to review requirements of city boards and commissions and where available to standardize the quantity of members, residency requirements, years for a term, and limit on consecutive terms. On January 16 the City Council discussed these items and unless outlined elsewhere agreed to review language which identified four-year terms with a limit of two (unless no one was interested in applying), five member boards, and removal of a strict residency requirement. On March 26 the City Council met again to review specific language to revise the code. At least one board expressed concern with limiting the number to five. City Council requested that the other boards be consulted and ordinance brought back.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

Ordinance No. 3228-2024

AN ORDINANCE AMENDING SEC. 11-2, BOARD MEMBERSHIP, TERM,  
OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA, IOWA  
FOR THE PURPOSE OF REVISING THE TERMS FOR THE BOARD OF  
CEMETERY TRUSTEES

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

**SECTION ONE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by  
repealing and replacing sec. 11-2 as follows:

Sec. 11-2. – Board membership, term.

- (a) The board of cemetery trustees shall consist of five members appointed by the mayor  
with the approval of the city council, for terms of four years. Terms shall be staggered so  
that no more than two members' terms expire in any one year.
- (b) A trustee shall not serve more than two consecutive terms, unless there are no qualified  
applicants to fill the seat. In this case, a trustee may serve three consecutive terms. A  
vacancy in said board shall not be filled until the number of trustees drops below five.

(Code 1961, § 2-50; Code 1970, § 11-2; Ord. No. 2671, § 10, 7-21-1987; Ord. No. 2681, § 4, 1-  
19-1988)

**SECTION TWO.** Severability. If any section, subsection, sentence, clause, phrase or portion  
of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such  
portion shall be deemed a separate, distinct and independent provision, and such holding shall  
not affect the validity of the remaining portion hereof.

**SECTION THREE.** Repealer. All ordinances or parts of ordinances in conflict with the  
provisions of this Ordinance are hereby repealed.

**SECTION FOUR.** Effective. This Ordinance shall be in full force and effect, from and after its  
passage, adoption, and approval and publication as required by law.

**SECTION FIVE.** When this ordinance is in effect, it shall automatically supplement, amend,  
and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa,  
Iowa.

Passed on its first consideration on the 18 day of June, 2024.

Passed on its second consideration on the    day of ~WAIVED~, 2024.

Passed on its third consideration on the \_\_\_ day of ~WAIVED~, 2024.

Approved this 18 day of June, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson  
Richard W. Johnson, Mayor

    No action taken by Mayor

    Vetoed this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Richard W. Johnson, Mayor

    Repassed and adopted over the veto this \_\_\_ day of \_\_\_\_\_, 2024.

    Veto affirmed this \_\_\_ day of \_\_\_\_\_, 2024 by failure of vote taken to repass.

    Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Christina Reinhard  
Christina Reinhard, CMC, City Clerk





6-13-24 130

Item No. G.-4.

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jun 18, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3229-2024 - An Ordinance Amending Sec. 8-2, Airport Advisory Board; Powers and Duties, of the Code of Ordinances of the City of Ottumwa, Iowa for the Purpose of Revising the Terms for Airport Advisory Board Members

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the first reading of Ordinance 3229-2024

DISCUSSION: Discussion began toward the end of 2023 to review requirements of city boards and commissions and where available to standardize the quantity of members, residency requirements, years for a term, and limit on consecutive terms. On January 16 the City Council discussed these items and unless outlined elsewhere agreed to review language which identified four-year terms with a limit of two (unless no one was interested in applying), five member boards, and removal of a strict residency requirement. On March 26 the City Council met again to review specific language to revise the code. At least one board expressed concern with limiting the number to five. City Council requested that the other boards be consulted and ordinance brought back.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Ordinance No. 3229-2024

AN ORDINANCE AMENDING SEC. 8-2, AIRPORT ADVISORY BOARD;  
POWERS AND DUTIES, OF THE CODE OF ORDINANCES OF THE CITY  
OF OTTUMWA, IOWA FOR THE PURPOSE OF REVISING THE TERMS  
FOR AIRPORT ADVISORY BOARD MEMBERS

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

**SECTION ONE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by  
repealing and replacing sec. 8-2 as follows:

Sec. 8-2. - Airport advisory board; powers and duties.

- (a) Pursuant to Iowa Code § 330.23, the airport advisory board is created as an administrative agency of the city, subject to Iowa Code ch. 392.
- (b) Members of the airport advisory board shall be appointed by the mayor, subject to the approval of the council, for terms of four years. A board member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a board member may serve three consecutive terms.
- (c) The airport advisory board shall consist of five members.
- (d) The members of the airport advisory board shall receive such compensation as provided by resolution of the city council and shall be paid for their reasonable expenses in serving in said capacity.
- (e) The airport advisory board shall meet monthly at such a regularly scheduled meeting and shall make such recommendations as they deem advisable to the city council and the city administrator or his designee concerning the management and operation of the Ottumwa Regional Airport. The airport advisory board shall adopt a schedule of rental rates for rental of property at the Ottumwa Regional Airport, and said schedule shall also be subject to the approval of the city council. The Ottumwa Airport Manager shall be authorized to enter into agreements concerning rental of property at the Ottumwa Regional Airport if said rental fee is within the schedule adopted by the airport advisory board and the city council.
- (f) There shall be created a position to be known as "airport manager," whose duties are to manage the day to day affairs of the Ottumwa Regional Airport. Said manager shall report to the city administrator. Said manager may recommend policies for the operation and control of the Ottumwa Regional Airport to the airport advisory board. Said policies shall be subject to the approval of the city council.
- (g) The mayor may designate one member of the city council as a liaison to the airport advisory board.

(Code 1970, § 8-2; Ord. No. 2447, § 1, 3-26-1980; Ord. No. 2543, §§ 1, 2, 1-25-1983; Ord. No. 2722, § 1, 8-15-1989)

**SECTION TWO.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION THREE.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION FOUR.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law.

**SECTION FIVE.** When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 18 day of June, 2024.

Passed on its second consideration on the    day of ~WAIVED~, 2024.

Passed on its third consideration on the    day of ~WAIVED~, 2024.

Approved this 18 day of June, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson  
Richard W. Johnson, Mayor

   No action taken by Mayor

   Vetoed this    day of   , 2024.

\_\_\_\_\_  
Richard W. Johnson, Mayor

   Repassed and adopted over the veto this    day of   , 2024.

   Veto affirmed this    day of   , 2024 by failure of vote taken to repass.

   Veto affirmed no timely vote taken to repass over veto.

ATTEST:  
Christina Reinhard  
Christina Reinhard, CMC, City Clerk





REC-1  
10/3/24 130

Item No. G.-5.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jun 18, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3230-2024 - An Ordinance Amending Various Provisions of Article VI, Boards, Commissions and Committees, of the Code of Ordinances of the City of Ottumwa, Iowa for the Purpose of Revising the Number and Terms for City Board and Commission Members

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the first reading of Ordinance 3230-2024

DISCUSSION: Discussion began toward the end of 2023 to review requirements of city boards and commissions and where available to standardize the quantity of members, residency requirements, years for a term, and limit on consecutive terms. On January 16 the City Council discussed these items and unless outlined elsewhere agreed to review language which identified four-year terms with a limit of two (unless no one was interested in applying), five member boards, and removal of a strict residency requirement. On March 26 the City Council met again to review specific language to revise the code. At least one board expressed concern with limiting the number to five. City Council requested that the other boards be consulted and ordinance brought back.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:



Ordinance No. 3230-2024

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF ARTICLE VI,  
BOARDS, COMMISSIONS AND COMMITTEES, OF THE CODE OF  
ORDINANCES OF THE CITY OF OTTUMWA, IOWA FOR THE PURPOSE  
OF REVISING THE NUMBER AND TERMS FOR CITY BOARD AND  
COMMISSION MEMBERS

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

**SECTION ONE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by  
repealing and replacing sec. 2-364 as follows:

Sec. 2-364. - Membership, terms.

- (a) The city planning and zoning commission shall consist of five members appointed by the mayor with the consent of the city council, for terms of four years. Terms shall be staggered so that no more than two members' terms expire in any one year.
- (b) A commission member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a commission member may serve three consecutive terms. A vacancy in said commission shall not be filled until the number of members of said commission drops below five.

(Code 1961, §§ 2-38, 2-39; Code 1970, §§ 2-143, 2-160; Ord. No. 2671, § 19, 7-21-1987; Ord. No. 2681, § 10, 1-19-1988)

**SECTION TWO:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by  
repealing and replacing sec. 2-390 as follows:

Sec. 2-390. - Membership.

- (a) The parks advisory board shall consist of five members appointed by the mayor with the approval of the city council, for terms of four years. Terms shall be staggered so that no more than two members' terms expire in any one year.
- (b) A board member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a board member may serve three consecutive terms.

(Code 1970, § 2-152; Ord. No. 2264, § 2, 6-24-1975; Ord. No. 2663, § 1, 4-7-1987; Ord. No. 2671, § 20, 7-21-1987; Ord. No. 2681, § 11, 1-19-1988; Ord. No. 2694, § 1(A), 8-2-1988)

**SECTION THREE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by  
repealing and replacing sec. 2-445 as follows:

Sec. 2-445. - Membership.

- (a) The civil service commission shall consist of three residents of the city, appointed by the mayor with the consent of the city council, who shall serve for four years, the term of one member expiring every two years.
- (b) A commission member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a commission member may serve three consecutive terms.

(Code 1961, § 2-41; Code 1970, § 2-168; Ord. No. 3147, § 1, 10-2-2018)

**SECTION FOUR:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 2-507 as follows:

Sec. 2-507. - Membership.

- (a) The city public safety advisory committee shall consist of five members appointed by the mayor, subject to approval of the city council, for terms of four years. Terms shall be staggered so that no more than two members' terms expire in any one year. A vacancy in said committee shall not be filled until such time as the number of members of said committee drops below five.
- (b) A committee member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a committee member may serve three consecutive terms.
- (c) The committee each year shall elect one of its members as chairperson. No member shall serve more than two consecutive one-year terms as chairperson.
- (d) The committee shall schedule regular quarterly meetings and shall meet at such other times upon the call of the chairperson.
- (e) The committee shall not incur any expenses unless authorized by the city council.

(Code 1970, § 2-195; Ord. No. 2748, § 1, 10-2-1990; Ord. No. 3208, § 1, 8-16-2022)

**SECTION FIVE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 2-542 as follows:

Sec. 2-542. - Composition; membership; compensation; quorum; meetings.

- (a) The commission shall consist of five members who shall be residents of the city.
- (b) Members of the commission shall be appointed by the mayor with the advice and consent of the city council, for terms of four years. Members should demonstrate a positive interest in historic preservation, possessing interest in historic preservation, possessing interest or expertise in architecture, architectural history, historic preservation, city planning, building rehabilitation, conservation in general or real estate.
- (c) Terms shall be staggered so that no more than two members' terms expire in any one year. Vacancies occurring in the commission, other than expiration of term of office, shall be only for the unexpired portion of the term of the member replaced.

- (d) A commission member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a commission member may serve three consecutive terms.
- (e) Vacancies shall be filled by the city according to the original selection as aforesaid.
- (f) Members shall serve without compensation.
- (g) A simple majority of the commission shall constitute a quorum for the transaction of business.
- (h) The commission shall elect a chairman who shall preside over all commission meetings and elect a secretary who shall be responsible for maintaining written records of the commission's proceedings.
- (i) The commission shall meet at least three times a year.

(Code 1970, § 2-199; Ord. No. 2720, § 2, 10-17-1989)

**SECTION SIX:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 2-552 as follows:

Sec. 2-552. - Commission appointed.

- (a) The city human rights commission shall consist of nine voting members appointed by the mayor with approval of the city council, for terms of four years. Appointments shall represent the diversity of people in Ottumwa with respect to race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in so far as may be practicable. Terms shall be staggered so that no more than two members' terms expire in any one year.
- (b) A voting commission member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a commission member may serve three consecutive terms.
- (c) The city human rights commission shall also include three ex-officio (non-voting) members. The ex-officio members shall include the mayor, the city administrator, and a member of the city council.
- (d) In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the mayor, with the approval of the city council, shall appoint a person to serve out the remainder of the unexpired term. A vacancy in said commission shall not be filled until such time as the number of members of said commission drops below five.
- (e) Any member or all members of the commission may be removed from office at any time by the mayor with the approval of the city council. The commission shall annually elect one of its members to be chairperson.
- (f) The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the city council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the city from time to time.
- (g) The members of the commission shall be residents of the city.

(h) The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as needed for that purpose.

(Ord. No. 3199, § 1, 6-7-2022)

**SECTION SEVEN.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION EIGHT.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION NINE.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law.

**SECTION TEN.** When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

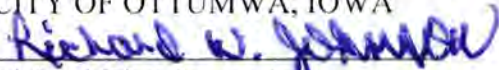
Passed on its first consideration on the 18 day of June, 2024.

Passed on its second consideration on the     day of ~WAIVED~, 2024.

Passed on its third consideration on the     day of ~WAIVED~, 2024.

Approved this 18 day of June, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

    No action taken by Mayor

    Vetoed this     day of    , 2024.

     
Richard W. Johnson, Mayor

    Repassed and adopted over the veto this     day of    , 2024.

    Veto affirmed this     day of    , 2024 by failure of vote taken to repass.



\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:  
*Christina Reinhard*  
Christina Reinhard, CMC, City Clerk



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

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

Council Meeting of : Jun 18, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 139-2024: Resolution Removing Special Assessments Applied to Parcel No. 00741-641-0008-000, a Vacant Lot on S Adella Street on Resolutions Nos. 1-2010, 13-2011, 252-2013, 291-2014, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021 and 41-2023

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 139-2024

DISCUSSION: Stacy Laumeyer is seeking assignment of a tax sale certificate for the vacant lot on S Adella, Parcel No. 00741-641-0008-000. The parcel neighbors her home and she seeks to maintain the parcel. She will only take the tax sale certificate if the special assessments for City mowing are removed. The assessments total \$4,715 plus interest and administrative charges and date from 2010-2023. Because Laumeyer intends to maintain

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

the property, staff recommends removing the assessments. If the assessments are not removed and Laumeyer does not take the tax sale certificate, the City will have to continue to maintain the property and is very unlikely to ever collect payment for the assessments.

RESOLUTION NO. 139-2024

A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO PARCEL NO. 00741-641-0008-000, A VACANT LOT ON S ADELLA STREET, ON RESOLUTIONS NOS. 1-2010, 13-2011, 252-2013, 291-2014, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021 AND 41-2023

WHEREAS, Resolution No. 1-2010 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$166.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 13-2011 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$184.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 252-2013 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$200.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 291-2014 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$150.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 286-2016 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$450.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 267-2017 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$750.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 284-2018 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$650.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 266-2019 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$650.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 260-2020 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$695.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 209-2010 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$470.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 41-2023 included an assessment for delinquent mowing fess for Parcel No. 00741-641-0008-000 in the amount of \$350.00 plus \$9.00 in administrative costs;

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

The special assessments for Parcel No. 00741-641-0008-000 in the amount of \$4,715.00 including administration costs and all interest be removed from Resolutions Nos. 1-2010, 13-2011, 252-2013, 291-2014, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021 and 41-2023.

Approved, passed and adopted this 18th day of June 2024.





ATTEST:

Chris Reinhard  
Chris Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

BY Richard W. Johnson  
Richard W. Johnson, Mayor

STATEMENT OF TAXES

Laurie L. Fountain  
Wapello County Treasurer  
101 W Fourth St  
Ottumwa, IA 52501-2518 (641) 683-0040  
wapcotreas@wapellocounty.org

Date 05/21/2024

Entity#: 596035  
Name: Sanders, Gwendolyn R  
Address: 538 S Adella  
City: Ottumwa, IA 52501-

*\*Specials\**  
*Stacey Laumeyer wants to take assignment*

Statement amounts reflect calculation through end of 5/2024

| Receipt Key<br>Dist Parcel/V.I.N.                      | 1st Tax<br>2nd Due | Interest<br>Due | Drainage<br>INT Due | Cost<br>Total Due |
|--|--------------------|-----------------|---------------------|-------------------|
| 2023/2024-90-00009-01                                  | 350.00             | 42.00           |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES. 41-23   |                    |                 |                     | 401.00            |
| 2022/2023-90-00051-01                                  | 470.00             | 141.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#209-2021 |                    |                 |                     | 620.00            |
| 2021/2022-90-00022-01                                  | 695.00             | 334.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#260-2020 |                    |                 |                     | 1,038.00          |
| 2020/2021-90-00033-01                                  | 650.00             | 429.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#266-2019 |                    |                 |                     | 1,088.00          |
| 2019/2020-90-00040-01                                  | 650.00             | 507.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#284-2018 |                    |                 |                     | 1,166.00          |
| 2018/2019-90-00054-01                                  | 750.00             | 720.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#267-2017 |                    |                 |                     | 1,479.00          |
| 2017/2018-90-00034-01                                  | 450.00             | 513.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#286-2016 |                    |                 |                     | 972.00            |
| 2015/2016-90-00126-01                                  | 150.00             | 225.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#291-2014 |                    |                 |                     | 384.00            |
| 2014/2015-90-00092-01                                  | 200.00             | 336.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#252-2013 |                    |                 |                     | 545.00            |
| 2011/2012-90-11086-01                                  | 184.00             | 408.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA WEED RES#13-2011  |                    |                 |                     | 601.00            |
| 2010/2011-90-00145-01                                  | 166.00             | 398.00          |                     | 9.00              |
| 400- 00741-614-0008-000<br>- OTTUMWA 2009 WEED #1-2010 |                    |                 |                     | 573.00            |

STATEMENT OF TAXES

Laurie L. Fountain  
Wapello County Treasurer  
101 W Fourth St  
Ottumwa, IA 52501-2518 (641) 683-0040  
wapcotreas@wapellocounty.org

Date 05/21/2024

Entity#:  
Name: Sanders, Gwendolyn R  
Address: 538 S Adella  
City: Ottumwa, IA 52501-

Statement amounts reflect calculation through end of 5/2024

| Receipt Key<br>Dist Parcel/V.I.N. | 1st Tax<br>2nd Due | Interest<br>Due | Drainage<br>INT Due | Cost<br>Total Due |
|-----------------------------------|--------------------|-----------------|---------------------|-------------------|
|-----------------------------------|--------------------|-----------------|---------------------|-------------------|

|       |     |                         |          |
|-------|-----|-------------------------|----------|
| Acre: | .00 | Tax Due:                | 4,715.00 |
|       |     | Interest Due:           | 4,053.00 |
|       |     | Drainage Interest Due:  |          |
|       |     | Cost/Admin. Due:        | 99.00    |
|       |     | Grand Total Due:        | 8,867.00 |
|       |     | Total Consolidated Tax: | 8,867.00 |

RESOLUTION NO. 1-2010

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2009 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 32-28 of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2009, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 34-31 of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2009 are attached and made a part of this resolution.


NOW, THEREFORE BE IT RESOLVED THAT the attached 2009 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 5<sup>th</sup> day of January, 2010.

City of Ottumwa, Iowa

  
Dale M. Uehling, Mayor

ATTEST:

  
Ann Cullinan, City Clerk



## ***MOWING ASSESSMENTS FOR 2009***

| <i>NO.</i> | <i>ADDRESS</i>         | <i>OWNER'S NAME</i>   | <i>LEGAL DESCRIPTION</i>  | <i>TOTAL FEES</i> |
|------------|------------------------|---|---|-------------------|
| 1          | 2ND ST E VACANT LOT    | GEORGE BOWER DELANA BOWER KENNETH BOWER                     | 007410830106000 JANNEY ADD LOT 25 BLK 4   | \$277.00          |
| 2          | 2ND ST W 1849          | ROBERT L & GAIL L CALDWELL                                  | 007413250042000 FAIRVIEW ADD LOT 1 BLK 3  | \$235.00          |
| 3          | 3RD ST W 825           | RITA & DAVID SCHAKEL  | 007413230048000 DIXON & HUTCHINSONS ADD SE 40' LOT 50 NW 26.4' LOT 49           | \$208.00          |
| 4          | 4TH ST W 507           | PRAIRIE TOWNHOMES LP C/O COMMUNITY HOUSING INITIATIVES INC. | 007413110010000 HARLANS SUB OL 22 LOT 3   | \$163.00          |
| 5          | 4TH ST W 821           | KAMARA & JESUS MEJIA  | 007414070008020 SUMMERS SUB L 7 - 14 CM60' SE WCOR L4/SE 35/NE50/NW35/SW TO BEG | \$154.00          |
| 6          | 5TH ST E 328           | RONALD W & LUCI G ISMERT                                    | 007411240339000 OTTUMWA ORIGINAL LOT 71 BLK 1                                   | \$244.00          |
| 7          | 5TH ST W 316           | HAROLD KEMPF  | 007413760161000 OTTUMWA ORIGINAL SE 61'9" LOT 40 BLK 6                          | \$172.00          |
| 8          | ADAMS AVE S 103        | GAIL BUFFINGTON   | 007411010089000 MANNINGS 2ND ADD S 47' LOT 15 BLK 4                             | \$232.00          |
| 9          | ADELLA ST S 814        | DENNIS J & ROBIN Y OLEARY                                   | 007416590246000 JEFFERSON PARK ADD W 1/2 LOT 326 W 1/2 LOT 327                  | \$406.00          |
| 11         | ADELLA ST S VACANT LOT | GWENDOLYN R SANDERS   | 007416140008000 H BEAVERS 2ND LOT 37  | \$166.00          |
| 10         | ADELLA ST S VACANT LOT | GWENDOLYN R SANDERS   | 007416140019000 H BEAVERS 2ND LOT 48  | \$166.00          |
| 12         | ALBANY ST 209          | MICHAEL & CATHERINE BURTLOW SR                              | 007413570039000 KELLOGG & WENDELLS SUB E 14 1/2' LOT 37 W 27 1/4' LOT 38        | \$154.00          |

RESOLUTION NO.13-2011

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2010 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 32-28 of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2010, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

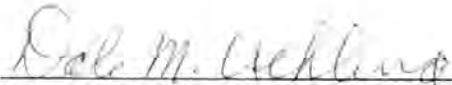
WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 34-31 of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2010 are attached and made a part of this resolution.

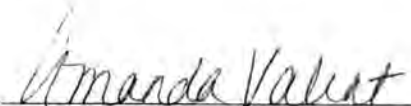
NOW, THEREFORE BE IT RESOLVED THAT the attached 2010 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 18<sup>th</sup> day of January, 2011.

City of Ottumwa, Iowa

  
\_\_\_\_\_  
Dale M. Uehling, Mayor

ATTEST:

  
\_\_\_\_\_  
Amanda Valent, City Clerk

2010 UNASSESSED MOWING FEES

| NO. | ADDRESS MOWED          | OWNER'S NAME                   | LEGAL DESCRIPTION  | TOTAL FEES |
|-----|------------------------|--------------------------------|--|------------|
| 1   | 2ND ST W 1849          | GAIL CALDWELL                  | 007413250042000 FAIRVIEW ADD LOT 1 BLK 3   | \$172.00   |
| 2   | 3RD & CLAY VACANT LOT  | WILLIAM & KAREN BROWN          | 007413230059000 DIXON & HUTCHINSONS ADD SE 47 1/2' OF SE 77' LOT 54                                    | \$1,012.00 |
| 3   | 3RD ST W 901           | CHUCK & BARBARA RUBY           | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52  | \$784.00   |
| 4   | 3RD ST W 905           | CHUCK & BARBARA RUBY           | 007413230056000 DIXON & HUTCHINSON ADD SE 54' OF NW 1 LOT 52   | \$328.00   |
| 5   | 4TH ST E 1115          | MICHAEL A GATES                | 007411610013000 LOT 19 OF AL 1 NWNE SEC 30 BG N LN E 4TH 132' E E LN ASH E 48/N140/W48/S140 BG         | \$199.00   |
| 6   | 4TH ST W 519           | KEVIN SAWYER                   | 007413440003000 HARLANS SUB LOT 5  | \$154.00   |
| 7   | 5TH ST E 328           | RONALD W & LUCI G ISMERT       | 007411240339000 OTTUMWA ORIGINAL LOT 71 BLK 1  | \$298.00   |
| 8   | 5TH ST N 453           | HAROLD KEMPE                   | 007413660006000 MAJOR & SMITH SUB GIL S 52 1/2' N 105' E 130' L2 & UND INT PRIVATE ALLEY IN REAR       | \$172.00   |
| 9   | 5TH ST N 806           | MARK & MARY WELCH              | 007413420011000 HAMILTON CHAMBERS & CO LOT 9 EX PART SOLD FOR HIGHWAY                                  | \$154.00   |
| 10  | 5TH ST W 329           | MARK & MARY WELCH              | 007413760160000 OTTUMWA ORIGINAL SW 138' LOT 30 1/2 BLK 6 EX NW COR 18'X22' & EX PT SOLD BK 487 PG 213 | \$172.00   |
| 11  | ADAMS AVE S 103        | GAIL ANN BUFFINGTON            | 007411010089000 MANNINGS 2ND ADD S 47' LOT 15 BLK 4  | \$154.00   |
| 12  | ADELLA ST S VACANT LOT | GWENDOLYN SANDERS              | 007416140008000 H BEAVERS 2ND LOT 37   | \$184.00   |
| 13  | ADELLA ST S VACANT LOT | GWENDOLYN SANDERS              | 007416140019000 H BEAVERS 2ND LOT 48   | \$184.00   |
| 14  | ALBANY ST 209          | CATHERINE & MICHAEL BURTLOW SR | 007413570039000 KELLOGG & WENDELLS SUB E 14 1/2' LOT 37 W 27 1/4' LOT 38                               | \$442.00   |
| 15  | ALBIA RD 1817          | AMANDA K RAMIREZ               | 007416860008000 PLAINVIEW ADD LOT 8  | \$154.00   |
| 16  | APPANOOSE ST 517       | JOYCE M WILSON                 | 007417020019000 SALTERS ADD LOT 17   | \$154.00   |
| 17  | BLAKE ST 602           | ALAN HICKMAN                   | 007411020013000 MANNINGS SUB OF LOTS 12 & 13 SE 1/3 LOT 14   | \$154.00   |
| 18  | CALDWELL ST N 310      | JOEL L ROBERTS                 | 007413790007000 PARK PLACE LOT 7   | \$172.00   |

RESOLUTION NO. 252-2013

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2013 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2013, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and


WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2013 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2013 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 17<sup>th</sup> day of December, 2013.

City of Ottumwa, Iowa

  
Frank Flanders, Mayor

ATTEST:

  
Amanda Valent, City Clerk



2013 ASSESSED MOWING FEES

|    | ADDRESS MOWED      | OWNER'S NAME                          | LEGAL DESCRIPTION   | TOTAL FEES |
|----|--------------------|---------------------------------------|---|------------|
| 19 | 4TH ST W 618       | JAMES & SHEILA BENEDICT               | 007413460011000 AG HARROWS ADD NW 14' LOT 13, ALL LOT 14, NE 36' OF AL 36 SWNE SEC 24-72-14                                       | \$350.00   |
| 20 | 5TH ST N 453       | HAROLD KEMPF                          | 007413660006000 MAJOR & SMITH SUB GIL S 52 1/2' N 105' E 130' L2 & UND INT PRIVATE ALLEY IN REAR                                  | \$150.00   |
| 21 | 5TH ST W 312       | THERESE M BROWN                       | 007413760056000 OTTUMWA ORIG PT L 41 BLK 6 BG N COR L 41/SE35 79/SW95'/NW10'/SW103'/NW25.91/195BG                                 | \$150.00   |
| 22 | ADELLA ST S LOT 37 | GWENDOLYN R SANDERS                   | 007416140008000 H BEAVERS 2ND LOT 37  | \$200.00   |
| 23 | ADELLA ST S LOT 48 | GWENDOLYN R SANDERS                   | 007416140019000 H BEAVERS 2ND LOT 48  | \$200.00   |
| 24 | ALBIA RD 808       | WENCO OF CARBONDALE INC               | 007416800002010 OVERMANS SUB PT LOTS 1 & 2 LIES S'LY & W'LY OF PART SOLD & OVERMANS SUB LT3 EX PT SOLD & EX PT TO CITY FOR STREET | \$150.00   |
| 25 | ALBIA RD 1405      | NEIL & DIANE FERGUSON                 | 007417540256000 PT AL13 S1/2 NW 26-72-14 DES AS FOLL: S 456' E367' FOLL: BG C NW/E ALG MOWERY ETC                                 | \$386.00   |
| 26 | ALBIA RD 1527      | MATHEW & SAMANTHA HECKART             | 007417290083000 WEST OTTUMWA S 150' L1 BLK 12 & W 35' N 155' L1 BLK 12 & L3-4 BLK 12  | \$150.00   |
| 27 | ALLISON AVE 335    | SCOTT D & PAM J JANNEY                | 007416170076000 BLAKE PARK HEIGHTS L73 EX NE'LY PT 25' X 23.51' X 34.34' & PT AL13 W 1/2 SESW 26                                  | \$150.00   |
| 28 | APPANOOSE ST 411   | IVALYNE SANDERS                       | 007416160131000 BLAKE PARK ADD LOT 22 BLK 16  | \$300.00   |
| 29 | APPANOOSE ST 447   | JOSHUA & KIMBERLY SHEPHERD            | 007416160111000 BLAKE PARK ADD LOTS 1 & 2 BLK 6   | \$600.00   |
| 30 | BENTON ST N 215    | HEATHER LYNN PORTER                   | 007414040018000 SUMMERS ADDITION NE 4' LOT 16 SW 1/2 LOT 17   | \$150.00   |
| 31 | CENTER AVE 913     | REBECCA SHROPSHIRE & TIFFANIE GILLAND | 007410330067000 COOPERS ADD LOT 48  | \$150.00   |
| 32 | CHERRY ST S LOT 8  | MALLORICK INVESTMENTS                 | 007410120168000 BLAKES ADD LOT 8 BLK 7  | \$500.00   |
| 33 | CHURCH ST 936      | THOMAS & MARIA GLACKIN                | 007417190078000 RS SMITHS 3RD ADD LOT 1 & 3 BLK 9   | \$200.00   |
| 34 | CLAY ST VACANT LOT | CARLOS K & ROSALIE A ALLMAN           | 007414060030000 SUMMERS 3RD ADD LOT 9 EX THE E 15'  | \$500.00   |
| 35 | CLEM ST 209        | JOHN OVERMAN                          | 007414070001000 SUMMERS SUB NE 50' LOT 1  | \$150.00   |
| 36 | CLINTON AVE 722    | SHAFARON BAIN                         | 007416060046000 HT BAKERS 1ST ADD LOT 46  | \$150.00   |

RESOLUTION NO. 291-2014

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2014 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2014, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

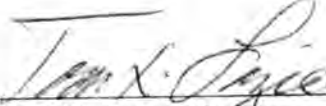
WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2014 are attached and made a part of this resolution.

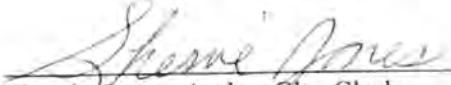
NOW, THEREFORE BE IT RESOLVED THAT the attached 2014 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 16<sup>th</sup> day of December, 2014.

City of Ottumwa, Iowa

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

ATTEST:

  
\_\_\_\_\_  
Sherrie Jones, Acting City Clerk

2014 ASSESSED MOWING FEES

|    | ADDRESS MOWED         | OWNER'S NAME               | LEGAL DESCRIPTION   | TOTAL FEES |
|----|-----------------------|----------------------------|---|------------|
| 1  | 2ND ST W 927          | HAROLD KEMPF               | 007413230039000 DIXON & HUTCHINSONS ADD LOT 42  | \$150.00   |
| 2  | 2ND ST W 1849         | TAXMAN PTR 6               | 007413250042000 FAIRVIEW ADD LOT 1 BLK 3  | \$150.00   |
| 3  | 2ND ST W 2006         | JOY & MICHAEL ORONA        | 007414330077000 PT AL 4 SE NW SEC 14-72-14 PT AL 2 SW NE SEC 14-72-14                             | \$127.00   |
| 4  | 3RD & CLAY VACANT LOT | WILLIAM & KAREN BROWN      | 007413230059000 DIXON & HUTCHINSONS ADD W 47 1/2' OF SE 77' LOT 54                                | \$500.00   |
| 5  | 3RD & CLAY            | WILLIAM & KAREN BROWN      | 007413230061000 DIXON & HUTCHINSONS ADD SE 47' OF NW 1/2 LOT 54                                   | \$450.00   |
| 6  | 3RD ST W 901          | CHUCK & BARBARA RUBY       | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52   | \$500.00   |
| 7  | 3RD ST W 905          | CHUCK & BARBARA RUBY       | 007413230056000 DIXON & HUTCHINSONS ADD SE 54' OF NW 1/2 LOT 52                                   | \$500.00   |
| 8  | 4TH ST 513            | KEVIN SAWYER               | 007413440002000 HARLANS SUB LOT 4   | \$425.00   |
| 9  | 5TH ST W 214          | FRED & CYNTHIA VER SCHUURE | 007413760152000 OTT ORIGINAL LOT 46 BLK 5   | \$150.00   |
| 10 | 5TH ST W 316          | HAROLD KEMPF               | 007413760161000 OTTUMWA ORIGINAL SE 61'9" LOT 40 BLK 6  | \$150.00   |
| 11 | ADELLA ST S LOT 37    | GWENDOLYN R SANDERS        | 007416140008000 H BEAVERS 2ND LOT 37  | \$150.00   |
| 12 | ADELLA ST S LOT 48    | GWENDOLYN R SANDERS        | 007416140019000 H BEAVERS 2ND LOT 48  | \$150.00   |
| 13 | ALBANY ST 309         | TIMOTY & GINA NERNES       | 007413570034000 KELLOGG & WENDELLS SUB LOT 32   | \$150.00   |
| 14 | ALBANY ST LOT 31      | TIMOTY & GINA NERNES       | 007413570033000 KELLOGG & WENDELLS SUB LOT 31   | \$150.00   |
| 15 | ALBIA RD 1405         | NEIL & DIANE FERGUSON      | 007417540256000 PT AL13 S1/2 NW 26-72-14 DES AS FOLL: S 456' E367' FOLL: BG C NW/E ALG MOWERY ETC | \$445.00   |
| 16 | APPANOOSE ST 411      | IVALYNE SANDERS            | 007416160131000 BLAKE PARK ADD LOT 22 BLK 16  | \$450.00   |
| 17 | APPANOOSE ST 447      | NATIONSTAR MORTGAGE LLC    | 007416160111000 BLAKE PARK ADD LOTS 1 & 2 BLK 6   | \$800.00   |
| 18 | ASH ST N 313          | RONALD JAMES MOSER         | 007410120080000 BLAKES ADD S 35' LOT 2 BLK 10   | \$150.00   |

RESOLUTION NO. 286-2016

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2016 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2016, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2016 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2016 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 20th day of December, 2016.

City of Ottumwa, Iowa

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

ATTEST:

  
\_\_\_\_\_  
Amanda Valent, City Clerk



2016 ASSESSED MOWING FEES

| ADDRESS MOWED            | OWNER'S NAME                               | LEGAL DESCRIPTION  | TOTAL FEES | DATE FEES PAID | TOTAL PAID |
|--------------------------|--|--|------------|----------------|------------|
| 1 2ND ST W 1033          | LINNA S ALLMAN                             | 007413510017000 HINSEY & HEDRICK'S 1ST ADD - LOT 15 (1033 W SECOND)                              | \$550.00   |                |            |
| 2 3RD & CLAY             | WILLIAM & KAREN BROWN                      | 007413230059000 DIXON & HUTCHINSON'S ADD W 47 1/2' OF SE 77' LOT 54 LAND ON W 3RD)               | \$600.00   |                |            |
| 3 3RD ST W 901           | CHUCK & BARBARA RUBY                       | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52  | \$600.00   |                |            |
| 4 3RD ST W 905           | CHUCK & BARBARA RUBY                       | 007413230056000 DIXON & HUTCHINSONS ADD SE 54' OF NW 1/2 LOT 52                                  | \$600.00   |                |            |
| 5 4TH ST W 620           | SEJDIC ARMIRA                              | 007413650044000 MAJOR/ DIBBLE'S ADD.LOT 34 (620 W FOURTH)  | \$100.00   |                |            |
| 6 4TH ST W 620 LOT 33    | SEJDIC ARMIRA                              | 007413650043000 MAJOR/ DIBBLE'S ADD. LOT 33 ALL EX SE 6' OF NE 90' FOR EASEMENT.(LOT ON W 4TH)   | \$100.00   |                |            |
| 7 5TH ST N 453           | HAROLD KEMPF, SHERRY SMITH                 | 007413660006000 MAJOR&SMITH SUB GIL. S 52 1/2' N105' E 130' L2 & UND INT PRIVATE ALLEY IN REAR   | \$100.00   |                |            |
| 8 ADELLA ST S LOT 37     | GWENDOLYN R SANDERS                        | 007416140008000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)  | \$450.00   |                |            |
| 9 ADELLA ST S LOT 48     | GWENDOLYN R SANDERS                        | 007416140019000 H BEAVERS 2ND LOT 48(LAND-S ADELLA)  | \$450.00   |                |            |
| 10 ALBANY ST 301         | SECRETARY OF HOUSING AND URBAN DEVELOPMENT | 007413570036000 KELLOGG & WENDELL'S SUB. LOT 34 (301 ALBANY)                                     | \$100.00   |                |            |
| 11 ALBANY ST 305         | SECRETARY OF HOUSING AND URBAN DEVELOPMENT | 007413570035000 KELLOGG & WENDELL'S SUB. LOT 33.   | \$100.00   |                |            |
| 12 ALBANY ST 309 LOT 31  | SECRETARY OF HOUSING AND URBAN DEVELOPMENT | 007413570033000 KELLOGG & WENDELL'S SUB. LOT 31 (LAND-ALBANY)                                    | \$100.00   |                |            |
| 13 ALBANY ST 309         | SECRETARY OF HOUSING AND URBAN DEVELOPMENT | 007413570034000 KELLOGG & WENDELL'S SUB. LOT 32 (309 ALBANY)                                     | \$100.00   |                |            |
| 14 ALBIA RD 1440         | MBL ENTERPRISES                            | 007417540266000 PT AL12 NESW BG30'S&199E NECOR NWSW/S233.75/W174-E LN MCKINLEY ETC(CHEERY MOTEL) | \$650.00   |                |            |
| 15 ALBIA RD 2002         | DR. EARL E BUSH                            | 007417300246000 WILDWOOD ADD LOT 165(2002 ALBIA RD)  | \$500.00   |                |            |
| 16 ALLISON ST 313 LOT 77 | MERRIE JOHNSON                             | 007416170080000 BLAKE PARK HEIGHTS LOT 77  | \$450.00   |                |            |
| 17 ALLISON ST 313 LOT 78 | MERRIE JOHNSON                             | 007416170081000 BLAKE PARK HEIGHTS LOT 78  | \$450.00   |                |            |
| 18 BENTON ST N 211       | HAROLD KEMPF                               | 007414040017000 SUMMERS ADD LOTN 16 EX SW 12' EX NE 4'   | \$100.00   |                |            |

RESOLUTION NO. 267-2017

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2017 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2017, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2017 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2017 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 19th day of December, 2017

City of Ottumwa, Iowa

  
Tom X. Lazio, Mayor

ATTEST:

  
Amanda Valent, City Clerk

2017 ASSESSED MOWING FEES

| ADDRESS MOWED            | OWNER'S NAME                          | LEGAL DESCRIPTION  | TOTAL FEES |
|--------------------------|---------------------------------------|--|------------|
| 1 2ND ST E 1601          | MIRANDA WALKER                        | 007411290003000 REDMAN'S 2ND LOT 30 (1601 E SECOND)  | \$268.00   |
| 2 2ND ST W 1033          | LINNA S ALLMAN                        | 007413510017000 HINSEY & HEDRICK'S 1ST ADD - LOT 15 (1033 W SECOND)                            | \$700.00   |
| 3 2ND ST W LOT 53        | DEBRA L JEWELL                        | 007413500047000 HIGHLAND PARK ADD. LOT 53  | \$250.00   |
| 4 3RD & CLAY             | WILLIAM & KAREN BROWN                 | 007413230059000 DIXON & HUTCHINSON'S ADD W 47 1/2' OF SE 77' LOT 54 LAND ON W 3RD)             | \$700.00   |
| 5 3RD & CLAY VACANT LOT  | WILLIAM & KAREN BROWN                 | 007413230061000 DIXON & HUTCHINSON'S ADD SE 47' OF NW 1/2 LOT 54                               | \$700.00   |
| 6 3RD ST W 901           | CHUCK & BARBARA RUBY                  | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52  | \$700.00   |
| 7 3RD ST W 905           | CHUCK & BARBARA RUBY                  | 007413230056000 DIXON & HUTCHINSONS ADD SE 54' OF NW 1/2 LOT 52                                | \$700.00   |
| 8 3RD ST W 926           | JAMES SCOTT RUPP & KIMBERLY A SKINNER | 007413230037000 DIXON & HUTCHINSON'S ADD LOT 39 & SE 11' LOT 40                                | \$550.00   |
| 9 5TH ST N 453           | HAROLD KEMPF G 'LE'                   | 007413660006000 MAJOR&SMITH SUB GIL. S 52 1/2' N105' E 130' L2 & UND INT PRIVATE ALLEY IN REAR | \$250.00   |
| 10 ADELLA ST S LOT 37    | GWENDOLYN R SANDERS                   | 007416140008000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)  | \$750.00   |
| 11 ADELLA ST S LOT 48    | GWENDOLYN R SANDERS                   | 007416140019000 H BEAVERS 2ND LOT 48(LAND-S ADELLA)  | \$750.00   |
| 12 ALBIA RD 2002         | DR. EARL E BUSH                       | 007417300246000 WILDWOOD ADD LOT 165(2002 ALBIA RD)  | \$700.00   |
| 13 ALLISON ST 313 LOT 77 | MERRIE JOHNSON                        | 007416170080000 BLAKE PARK HEIGHTS LOT 77  | \$750.00   |
| 14 ALLISON ST 313 LOT 78 | MERRIE JOHNSON                        | 007416170081000 BLAKE PARK HEIGHTS LOT 78  | \$750.00   |
| 15 ASH ST N 208          | DONALD & CAROL LISLE                  | 007410270014000 CITY VIEW ADD LOT 3 BLK 5 (208 N ASH)  | \$250.00   |
| 16 ASH ST N 515          | ARIC/KELLY BOUGHTON                   | 007411190046000 NORRIS SUB OL 33 S 1/2 LOT 39 (515 N ASH)                                      | \$250.00   |
| 17 BENTON ST N 215       | HEATHER L PORTER                      | 007414040018000 SUMMERS ADDITION NE 4' LOT 16; SW 1/2 LOT 17 (215 N BENTON)                    | \$300.00   |

RESOLUTION NO. 284-2018

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2018 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2018, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

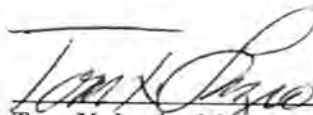
WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2018 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2018 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 18th day of December, 2018

City of Ottumwa, Iowa

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

ATTEST:

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



2018 ASSESSED MOWING FEES

| ADDRESS MOWED               | OWNER'S NAME                          | LEGAL DESCRIPTION  | TOTAL FEES |
|-----------------------------|---------------------------------------|--|------------|
| 2ND ST W 1033               | LINNA S ALLMAN                        | 007413510017000 HINSEY & HEDRICK'S 1ST ADD - LOT 15 (1033 W SECOND)                                | \$650.00   |
| 3RD ST & CLAY ST            | WILLIAM & KAREN BROWN                 | 007413230059000 DIXON & HUTCHINSON'S ADD W 47 1/2' OF SE 77' LOT 54 LAND ON W 3RD)                 | \$650.00   |
| 3RD ST & CLAY ST VACANT LOT | WILLIAM & KAREN BROWN                 | 007413230061000 DIXON & HUTCHINSON'S ADD SE 47' OF NW 1/2 LOT 54                                   | \$650.00   |
| 3RD ST W 901                | CHUCK & BARBARA RUBY                  | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52  | \$650.00   |
| 3RD ST W 905                | CHUCK & BARBARA RUBY                  | 007413230056000 DIXON & HUTCHINSONS ADD SE 54' OF NW 1/2 LOT 52                                    | \$650.00   |
| 3RD ST W 926                | JAMES SCOTT RUPP & KIMBERLY A SKINNER | 007413230037000 DIXON & HUTCHINSON'S ADD LOT 39 & SE 11' LOT 40                                    | \$650.00   |
| 4TH ST E 1010               | JACOB CORDER                          | 007410120081000 BLAKES ADD LOT 4 BLK 10 (1010 E FOURTH)  | \$260.00   |
| 4TH ST W 620 LOT 33         | ARMIRA SEJDIC                         | 007413650043000 MAJOR/ DIBBLE'S ADD. LOT 33 ALL EX SE 6' OF NE 90' FOR EASEMENT.(LOT ON W 4TH)     | \$290.00   |
| 4TH ST W 620                | ARMIRA SEJDIC                         | 007413650044000 MAJOR/ DIBBLE'S ADD.LOT 34 (620 W FOURTH)  | \$660.00   |
| 4TH ST W 701                | KENNETH/VALERIE HAZELWOOD             | 007413650032000 MAJOR & DIBBLES ADD PT L25 & 26 CM INTER MCLEAN&4TH/NE49/NW 65/SW49/SE65-BG        | \$320.00   |
| 4TH ST W 714                | EXIQUIO MENDOZA                       | 007413650012000 MAJOR & DIBBLES ADD LOT 14 (714 W FOURTH)  | \$515.00   |
| 5TH ST N 453                | HAROLD KEMPF G 'LE'                   | 007413660006000 MAJOR&SMITH SUB GIL. S 52 1/2' N105' E 130' L2 & UND INT PRIVATE ALLEY IN REAR     | \$245.00   |
| 5TH ST W 209                | JEFFREY TYLER/ANDREA LOUISE HARTMAN   | 007413760146000 OTTUMWA ORIGINAL LOT 22 IN 1/2-BLK 5 (209 W FIFTH)                                 | \$260.00   |
| ADELLA ST S LOT 37          | GWENDOLYN R SANDERS                   | 007416140008000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)  | \$650.00   |
| ADELLA ST S LOT 48          | GWENDOLYN R SANDERS                   | 007416140019000 H BEAVERS 2ND LOT 48(LAND-S ADELLA)  | \$650.00   |
| ALBANY ST 529               | GUY JOSEPH GUITER                     | 007413030012000 BROWN'S 1ST ADD. LOT 10 (529 ALBANY)   | \$250.00   |
| ALBANY ST 535               | GUY JOSEPH GUITER                     | 007413030013000 BROWN'S 1ST ADD. LOT 11 (535 ALBANY)   | \$250.00   |
| ALBIA RD 1405               | NEIL F/DIANE O FERGUSON               | 007417540256000 PT AL13 S1/2 NW 26-7 2-14 DES AS FOLL:S45 6' E367°FOLL: BG C N W/E ALG MOWERY ETC. | \$275.00   |
| ALBIA RD 2002               | DR. EARL E BUSH                       | 007417300246000 WILDWOOD ADD LOT 165(2002 ALBIA RD)  | \$650.00   |

RESOLUTION NO. 266 -2019

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2019 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2019, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

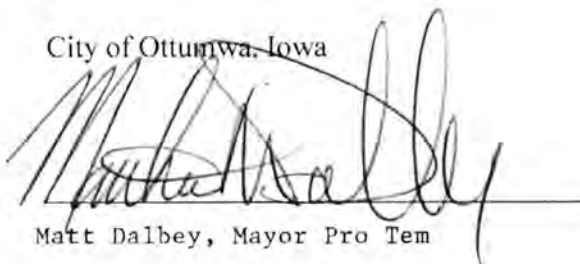
WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2019 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2019 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 17th day of December, 2019

City of Ottumwa, Iowa

A handwritten signature in black ink, appearing to read "Matt Dalbey", written over a horizontal line. The signature is stylized and cursive.

Matt Dalbey, Mayor Pro Tem

ATTEST:

A handwritten signature in black ink, appearing to read "Chris Reinhard", written over a horizontal line. The signature is cursive.

Chris Reinhard, City Clerk

| ADDRESS MOVED              | OWNER'S NAME                          | LEGAL DESCRIPTION  | TOTAL     | 38815541  |
|----------------------------|---------------------------------------|--|-----------|-----------|
| 1 2ND ST E 911             | VICENTE RENTERIA VERA                 | 007410120139000 BLAKES ADD LOT 9 BLK 15;W 7' OFF W SIDE LOT 10 BLK 15 (911 E SECOND)             | \$ 125.00 | \$ 275.00 |
| 2 2ND ST E 1323            | WILLIAM D SCHINKEL                    | 007410270083000 CITY VIEW ADD LOT 12 BLK 10 (1323 E SECOND)                                      | \$ 125.00 | \$ 275.00 |
| 3 2ND ST W 712             | CINDY LOU SCARLETT                    | 007414130004000 WEBBERS ADD PT NE77 7 L7 BG INT WLN L7& SW LN 2ND/33 47/77 7 /33 8/NE-B          | \$ 125.00 | \$ 275.00 |
| 4 2ND ST W 821             | 821 W SECOND LLC                      | 007413230015000 DIXON & HUTCHINSON'S ADD. NW 37 LOT 11 (821 W SECOND)                            | \$ 455.00 | \$ 605.00 |
| 5 3RD ST & CLAY CORNER LOT | WILLIAM & KAREN BROWN                 | 007413230061000 DIXON & HUTCHINSON'S ADD SE 47' OF NW 1/2 LOT 54                                 | \$ 500.00 | \$ 650.00 |
| 6 3RD & CLAY ST VACANT LOT | WILLIAM & KAREN BROWN                 | 007413230059000 DIXON & HUTCHINSON'S ADD W 47 1/2' OF S E 77' LOT 54 (LAND ON W 3RD)             | \$ 500.00 | \$ 650.00 |
| 7 3RD ST W 901             | CHUCK & BARBARA RUBY                  | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52  | \$ 500.00 | \$ 650.00 |
| 8 3RD ST W 905             | CHUCK & BARBARA RUBY                  | 007413230056000 DIXON & HUTCHINSONS ADD SE 54' OF NW 1/2 LOT 52                                  | \$ 500.00 | \$ 650.00 |
| 9 3RD ST W 926             | JAMES SCOTT RUPP & KIMBERLY A SKINNER | 007413230037000 DIXON & HUTCHINSON'S ADD LOT 39 & SE 11' LOT 40                                  | \$ 500.00 | \$ 650.00 |
| 10 4TH ST 908 E            | AKAKPO THEOPHILE KOFI                 | 007410120068000 BLAKES ADD LOT 5 BLK 9 (908 E FOURTH)  | \$ 125.00 | \$ 275.00 |
| 11 4TH ST W 620 LOT 33     | ARMIRA SEJDIC                         | 007413650043000 MAJOR/ DIBBLE'S ADD. LOT 33 ALL EX SE 6' OF NE 90' FOR EASEMENT (LOT ON W 4TH)   | \$ 450.00 | \$ 600.00 |
| 12 4TH ST W 620 LOT 34     | ARMIRA SEJDIC                         | 007413650044000 MAJOR/ DIBBLE'S ADD.LOT 34 (620 W FOURTH)  | \$ 450.00 | \$ 600.00 |
| 13 5TH ST W 209            | MARK AND/OR MARY WELCH                | 007413760146000 OTTUMWA ORIGINAL LOT 22 IN 1/2-BLK 5 (209 W FIFTH)                               | \$ 150.00 | \$ 300.00 |
| 14 5TH ST W 329            | ROLANDO GONZALES                      | 007413760160000 OTTUMWA ORIGINAL SW 138' LOT30 1/2 BLK6 EX NW COR18'X22' &EX PT SOLD BK487PG 213 | \$ 125.00 | \$ 275.00 |
| 15 ADELLA ST S LOT 37      | GWENDOLYN R SANDERS                   | 007416140008000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)  | \$ 500.00 | \$ 650.00 |
| 16 ADELLA ST S LOT 48      | GWENDOLYN R SANDERS                   | 007416140019000 H BEAVERS 2ND LOT 48(LAND-S ADELLA)  | \$ 500.00 | \$ 650.00 |
| 17 ALBIA RD 1405           | NEIL F/DIANE O FERGUSON               | 007417540256000 PT AL13 S1/2 NW 26-7 2-14 DES AS FOLL:S45 6' E367FOLL BG C N W/E ALG MOWERY ETC. | \$ 150.00 | \$ 300.00 |
| 18 ALBIA RD 2002           | DR. EARL E BUSH                       | 007417300246000 WILDWOOD ADD LOT 165(2002 ALBIA RD)  | \$ 500.00 | \$ 650.00 |
| 19 ALLISON ST 313 LOT 77   | MERRIE JOHNSON                        | 007416170080000 BLAKE PARK HEIGHTS LOT 77  | \$ 500.00 | \$ 650.00 |
| 20 ALLISON ST 313 LOT 78   | OAK TREE PROPERTIES LLC               | 007416170081000 BLAKE PARK HEIGHTS LOT 78  | \$ 500.00 | \$ 650.00 |

RESOLUTION NO. 260 -2020

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2020 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2020, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2020 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2020 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 15th day of December, 2020

City of Ottumwa, Iowa

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

ATTEST:

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



2020 ASSESSED MOWING FEES

| ADDRESS MOWED         | OWNER'S NAME             | LEGAL DESCRIPTION  | TOTAL FEES  | ASSESSED FEES | WITH ASSESSED FEES | DATE FEES PAID |
|-----------------------|--------------------------|--|-------------|---------------|--------------------|----------------|
| 2ND ST W 1015         | KIRK MILLER              | 007413490004000 HEDRICK PLACE LOT 5 (1015 W SECOND)  | \$ 200.00   | \$ 150.00     | \$ 350.00          |                |
| 3RD & CLAY            | WILLIAM & KAREN BROWN    | 007413230059000 DIXON & HUTCHINSON'S ADD W 47 1/2' OF SE 77' LOT 54 LAND ON W 3RD)   | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| 3RD & CLAY            | WILLIAM & KAREN BROWN    | 007413230061000 DIXON & HUTCHINSON'S ADD SE 47' OF NW 1/2 LOT 54   | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| 3RD ST W 901          | CHUCK & BARBARA RUBY     | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52  | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| 3RD ST W 905          | CHUCK & BARBARA RUBY     | 007413230056000 DIXON & HUTCHINSON'S ADD. SE 54' OF NW 1/2 LOT 52.(VACANT LAND,THIRD ST)   | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| 4TH ST W 618          | LAWRENCE/SARAH LAUMEYER  | 7413460011000 A.G.HARROW'S ADD NW 14'LOT 13;ALL LOT 14; NW 36'OF A.L.36 SW NE SEC 24-72-14   | \$ 150.00   | \$ 150.00     | \$ 300.00          |                |
| 4TH ST W 620 LOT 34   | SEJDIC ARMIRA            | 007413650044000 MAJOR/ DIBBLE'S ADD.LOT 34 (620 W FOURTH)  | \$ 600.00   | \$ 150.00     | \$ 750.00          |                |
| 4TH ST W 620 LOT 33   | SEJDIC ARMIRA            | 007413650043000 MAJOR/ DIBBLE'S ADD. LOT 33 ALL EX SE 6' OF NE 90' FOR EASEMENT.(LOT ON W 7413760146000 OTTUMWA ORIGINAL LOT 22 IN 1/2-BLK 5 (209 W FIFTH) | \$ 600.00   | \$ 150.00     | \$ 750.00          |                |
| 5TH ST W 209          | MARY WELCH               | 7413760146000 OTTUMWA ORIGINAL LOT 22 IN 1/2-BLK 5 (209 W FIFTH)   | \$ 212.00   | \$ 150.00     | \$ 362.00          |                |
| 5TH ST W 316          | HAROLD KEMPF             | 7413760161000 OTTUMWA ORIGINAL SE 61'9" LOT 40 BLK 6 (316 W FIFTH)   | \$ 150.00   | \$ 150.00     | \$ 300.00          |                |
| 5TH ST W 329          | ROLANDO GONZALES         | 7413760160000 OTTUMWA ORIGINAL SW 138' LOT30 1/2 BLK6 EX NW COR18'X22' &EX PT SOLD BK487PG   | \$ 150.00   | \$ 150.00     | \$ 300.00          |                |
| ADELLA ST S LOT 37    | GWENDOLYN R SANDERS      | 007416140008000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)  | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| ADELLA ST S LOT 48    | GWENDOLYN R SANDERS      | 007416140019000 H BEAVERS 2ND LOT 48(LAND-S ADELLA)  | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| ALBIA RD 1405         | NEIL F/DIANE O FERGUSON  | 007417540256000 PT AL13 S1/2 NW 26-7 2-14 DES AS FOLL.;S45 6' E367'FOLL: BG C N W/E ALG MOWERY   | \$ 500.00   | \$ 150.00     | \$ 650.00          |                |
| ALBIA RD 1821         | WILLIAM J DILLENER       | 7416860007000 PLAINVIEW ADD LOT 7 (1821 ALBIA RD)  | \$ 150.00   | \$ 150.00     | \$ 300.00          |                |
| ALBIA RD 2002         | DR. EARL E BUSH          | 007417300246000 WILDWOOD ADD LOT 165(2002 ALBIA RD)  | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| ALLISON ST 313 LOT 77 | MERRIE JOHNSON           | 007416170080000 BLAKE PARK HEIGHTS LOT 77  | \$ 545.00   | \$ 150.00     | \$ 695.00          |                |
| ALTA VISTA AVE E 312  | 312 EAST ALTA VISTA, LLC | 7411570074000 AUD SUB SE SEC18-72- 13 AL 11(339.6X641) AL 12(339.6X641) SE (ST JOSEPH  | \$ 1,154.00 | \$ 150.00     | \$ 1,304.00        |                |

RESOLUTION NO. 209 -2021

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2021 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2020, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2021 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2021 weed mowing charges be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and Adopted this 21st day of December, 2021

City of Ottumwa, Iowa

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

ATTEST:

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

2021 ASSESSED MOWING FEES

|    | ADDRESS MOWED      | OWNER'S NAME                           | LEGAL DESCRIPTION  | TOTAL FEES | ASSESSED FEES | W/ASSESSED FEES |
|----|--------------------|--|--|------------|---------------|-----------------|
| 1  | 2ND ST 815 W       | LUNT RELIABILITY SERVICES              | 007413230017000 DIXON & HUTCHINSON'S ADD NW 29 1/2' LOT 12 (815 W SECOND)                            | \$125.00   | \$150.00      | \$275.00        |
| 2  | 3RD & CLAY         | WILLIAM & KAREN BROWN                  | 007413230059000 DIXON & HUTCHINSON'S ADD W 47 1/2' OF SE 77 LOT 54 LAND ON W 3RD)                    | \$450.00   | \$150.00      | \$600.00        |
| 3  | 3RD & CLAY         | WILLIAM & KAREN BROWN                  | 007413230061000 DIXON & HUTCHINSON'S ADD SE 47' OF NW 1/2 LOT 54                                     | \$450.00   | \$150.00      | \$600.00        |
| 4  | 3RD ST W 901       | CHUCK & BARBARA RUBY                   | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52  | \$500.00   | \$150.00      | \$650.00        |
| 5  | 3RD ST W 905       | CHUCK & BARBARA RUBY                   | 007413230056000 DIXON & HUTCHINSON'S ADD SE 54' OF NW 1/2 LOT 52 (VACANT LAND, THIRD ST)             | \$500.00   | \$150.00      | \$650.00        |
| 6  | 3RD ST W 914       | TONI S SMITH                           | 007413230035000 DIXON & HUTCHINSON'S ADD NW 50' LOT 37   | \$200.00   | \$150.00      | \$350.00        |
| 7  | 3RD ST W 926       | JAMES SCOTT RUPP<br>KIMBERLY A SKINNER | 007413230037000 DIXON & HUTCHINSON'S ADD LOT 39 & SE 11' LOT 40                                      | \$660.00   | \$150.00      | \$810.00        |
| 8  | 3RD ST W 932       | MAXINE ZAPATA                          | 007413230038000 DIXON & HUTCHINSON'S ADD NW 56' LOT 40   | \$325.00   | \$150.00      | \$475.00        |
| 9  | 4TH ST W 618       | LAWRENCE/SARAH LAUMEYER                | 7413460011000 A G HARROW'S ADD NW 14' LOT 13; ALL LOT 14; NW 36' OF A L 36 SW NE SEC 24-72-14        | \$170.00   | \$150.00      | \$320.00        |
| 10 | 5TH ST W 119       | AMY VANDERBURG                         | 007413760001000 OTTUMWA ORIGINAL LOT 18 BLK 1/2-4 SE 1/2 LOT 19 BLK 1/2-4 (119 W 5TH)                | \$200.00   | \$150.00      | \$350.00        |
| 11 | 5TH ST W 123       | PAUL D TRUITT                          | 007413760141000 OTTUMWA ORIGINAL NW 1/2 LT 19 IN 1/2 BLK 4; SE 10.2' LT 20 1/2 BLK 4 (123-125 W 5TH) | \$150.00   | \$150.00      | \$300.00        |
| 12 | 5TH ST W 131       | PAUL D TRUITT                          | 007413760003000 OTTUMWA ORIGINAL NW 63.66' OF SW 83' LOT 20 IN 1/2-BLK 4 (131 W FIFTH)               | \$150.00   | \$150.00      | \$300.00        |
| 13 | ADELLA ST S LOT 37 | GWENDOLYN R SANDERS                    | 007416140008000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)  | \$320.00   | \$150.00      | \$470.00        |
| 14 | ADELLA ST S LOT 48 | GWENDOLYN R SANDERS                    | 007416140019000 H BEAVERS 2ND LOT 48(LAND-S ADELLA)  | \$455.00   | \$150.00      | \$605.00        |

RESOLUTION NO. 41 -2023

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2022 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2022, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

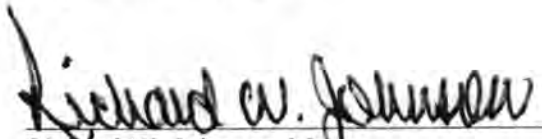
WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2022 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2022 weed mowing charges and clean-up fees be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and adopted this 21st day of March, 2023

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
Chris Reinhardt, City Clerk



2022 ASSESSED MOWING FEES

|    | ADDRESS MOWED        | OWNER'S NAME             | LEGAL DESCRIPTION  | TOTAL FEES | ASSESSED FEES | UNASSESSED FEES | TOTAL PAID          | DATE FEES PAID | CASE # |
|----|----------------------|--------------------------|--|------------|---------------|-----------------|---------------------|----------------|--------|
| 1  | 3RD & CLAY           | WILLIAM & KAREN BROWN    | 007413230059000 DIXON & HUTCHINSONS ADD W 47 1/2' OF SE 77' LOT 54 LAND ON W 3RD                 | \$150.00   | \$150.00      | \$300.00        |                     |                |        |
| 2  | 3RD & CLAY           | WILLIAM & KAREN BROWN    | 007413230061000 DIXON & HUTCHINSONS ADD SE 47' OF NW 1/2 LOT 54                                  | \$150.00   | \$150.00      | \$300.00        |                     |                | 1632   |
| 3  | 3RD ST W 901         | CHUCK & BARBARA RUBY     | 007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52 &  | \$150.00   | \$150.00      | \$300.00        |                     |                | 1631   |
| 4  | 3RD ST W 905         | CHUCK & BARBARA RUBY     | 007413230056000 DIXON & HUTCHINSONS ADD SE 54' OF NW 1/2 LOT 52 (VACANT LAND THIRD ST)           | \$150.00   | \$150.00      | \$300.00        |                     |                | 1442   |
| 5  | ADELLA ST LOT 37     | GWENDOLYN R SANDERS      | 007416140038000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)  | \$200.00   | \$150.00      | \$350.00        |                     |                | 1628   |
| 6  | ADELLA S 115         | EMMA LEE STRAIT          | 7417500023000 R S SMITHS 4TH ADD LOT 6 BLK 13 (115 S ADELLA)                                     | \$50.00    | \$150.00      | \$200.00        |                     |                | 1693   |
| 7  | ALLISON ST 815       | RICHARD W DORA J PILCHER | 007416740029000 MOWERY ASBURY & HACKWORTH SUB T 4 BLK 7 & E 1/2 ALLEY ADJ(815 ALLISON)           | \$200.00   | \$150.00      | \$350.00        | 2 RECORDS IN (WORO) |                | 3591   |
| 8  | ALLISON ST 817       | RICHARD W DORA J PILCHER | 007416740030000 MOWERY ASBURY & HACK WORTH ADD LOT 5 BLK 7 & E 1/2 ALLEY IN REAR(817 ALLISON)    | \$150.00   | \$150.00      | \$300.00        |                     |                | 1755   |
| 9  | ALTA VISTA AVE E 312 | 312 EAST ALTA VISTA, LLC | 7411570074000 AUD SUB SE SEC 18-72- 13 AL 11(339 6X641) AL 12(339 6X641) SE (ST JOSEPH HOSPITAL) | \$200.00   | \$150.00      | \$350.00        |                     |                | 1641   |
| 10 | BRICK ROW 2818       | MICHAEL & KARLA FISHER   | 7411400080000 UNDERWOODS 1ST ADD LOT 8 (2818 BRICK ROW)  | \$100.00   | \$150.00      | \$250.00        |                     |                | 1683   |
| 11 | CASA BLANCA LN 1441  | LESLIE GREINER           | 7417430016000 WORMHOUDT 5TH ADD LOT 16 (1441 CASA BLANCA)  | \$200.00   | \$150.00      | \$350.00        |                     |                | 1627   |
| 12 | 734 CENTER           | END OF THE ROAD LLC      | 7411900420000 NORRIS SUB OI 33 LOT 37 (734 CENTER)   | \$100.00   | \$150.00      | \$250.00        |                     |                | 1756   |
| 13 | CHERRY ST S LOT 8    | MALLORICK INVESTMENTS    | 007410120168000 BLAKES ADD LOT 8 BLK 17 (VAC LOT-S CHERRY)                                       | \$200.00   | \$150.00      | \$350.00        |                     |                | 1626   |
| 14 | CLAY ST N LOT 9      | CARLUS & ROSALIE ALLMAN  | 007414060030000 SUMMERS 3RD ADD LOT 9 EX THE E 15' (VAC LOT ON CLAY)                             | \$250.00   | \$150.00      | \$400.00        |                     |                | 1625   |
| 15 | CLINTON 710          | MASON ENDERSBE           | 7416060043000 H T BAKERS 1ST ADD LOT A3 (710 CLINTON)  | \$50.00    | \$150.00      | \$200.00        |                     |                | 1447   |
| 16 | COLLEGE ST S 112     | CYNTHIA M PAGE           | 007411240108000 OTTUMWA ORIG NW 9' OF NE 36' LT273 BLK 19, NE36' LT274 BLK 19                    | \$150.00   | \$150.00      | \$300.00        |                     |                | 1633   |
| 17 | COURT N 519          | KENNETH KENT             | ELLIOTT'S ADD LOT 1 EX PT NE OF TERRACE DR (519 N COURT)   | \$50.00    | \$150.00      | \$200.00        |                     |                | 1684   |
| 18 | FELLOWS S 145        | FELIPE MENDOZA           | 007410830061000 JANNEY ADD LOT 11 BLK 3 (145 S FELLOWS)  | \$50.00    | \$150.00      | \$200.00        |                     |                | 1690   |
| 19 | FELLOWS S 153        | GLORIA WHITE             | 7410830059000 JANNEY ADD LOT 9 BLK 3 (153 S FELLOWS)   | \$100.00   | \$150.00      | \$250.00        |                     |                | 1797   |

61324 130

# CITY OF OTTUMWA Staff Summary

[Redacted]

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

Council Meeting of : Jun 18, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 140-2024; A Resolution Approving a Release of Mortgage and Promissory Note for the Property at 1436 Mowrey

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 140-2024

DISCUSSION: Under the 2010 First-time Homebuyer Program, the City holds a mortgage, given by Denise Dennis, securing \$14,743.00 for the property at 1436 Mowrey. The mortgage includes a 10-year residency obligation that expires July 31, 2024, a little more than a month from now. Denise Dennis is seeking to refinance that property, however the City's mortgage is a barrier completing her refinancing. In order to release the mortgage early,

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

she would need to pay a prorated balance of the \$14,743.00. She is concerned that waiting a month longer for the obligation to expire naturally will mean she can only access a less favorable interest rate for refinancing and is asking the City to voluntarily release the mortgage early.

As this is for refinancing, rather than selling the property, and because the mortgage is so close to ending anyway, staff recommends approving the release of mortgage in order to assist this resident with refinancing her home.

RESOLUTION NO. 140-2024

A RESOLUTION APPROVING A RELEASE OF MORTGAGE AND PROMISSORY NOTE FOR THE PROPERTY AT 1436 MOWREY

WHEREAS, under the 2010 First Time Homebuyers Program, project 10-HM-119-65, the City of Ottumwa holds a Mortgage to secure credit in the amount of \$14,743.00, given by Denise Dennis to the City of Ottumwa dated July 31, 2014, filed August 6, 2014, in Book 2014, on Page 3267 in the office of the Wapello County Recorder. The real estate is legally described as follows:

The West Half of Lots 13 and 14 in Block 6 in Mowrey, Asbury and Hackworth's Subdivision of Block 5,6,7,8,9 and 10 of West Ottumwa, as now laid out on the South Half of the Northwest Quarter and the South 30 feet of the North Half of the Northwest Quarter of Section 26, Township 72, Range 14 in the City of Ottumwa, Wapello County, Iowa.

WHEREAS, the Mortgage requires the buyer to fulfill a ten-year residency obligation at which point the \$14,743.00 is to be forgiven and the mortgage released; and

WHEREAS, this residency obligation expires July 31, 2024; and

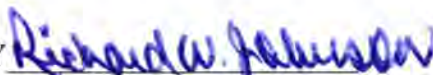
WHEREAS, to sell the property or otherwise release the mortgage before the ten-year residency obligation is fulfilled would require the mortgagor to pay back a prorated portion of the secured amount; and

WHEREAS, Denise Dennis is seeking to refinance this property and the City mortgage is a barrier to closing the refinanced loan;

NOW, THEREFORE, the City Council of the City of Ottumwa, Iowa approves the Release of Mortgage and Promissory note for the property at 1436 Mowrey.

Approved, passed and adopted this 18<sup>th</sup> of June 2024.

CITY OF OTTUMWA, IOWA

BY   
Richard W. Johnson, Mayor

ATTEST:

  
Chris Reinhard, City Clerk

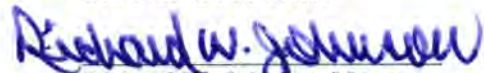


Document prepared by Zach Simonson, City of Ottumwa, 105 East Third, Ottumwa, Iowa and return to: 105 Third Street –City Hall – Room 204, Ottumwa, Iowa 52501-2904 (641) 683-0606

## RELEASE OF MORTGAGE AND PROMISSORY NOTE

The City of Ottumwa, Iowa, in consideration of compliance by **Denise Dennis**, with the terms and conditions of the Mortgage and Promissory Note filed with the Wapello County Recorder on **August 6, 2014** in Book **2014**, Page **3267**, as document **2014 3267** and in consideration of the fact that they have fulfilled the requirements of their mortgage and promissory note placed on the property located at 1436 Mowrey, Ottumwa, Iowa, effective date of **June 18, 2024**, the City of Ottumwa, Iowa, hereby releases them from her obligation as of **June 18, 2024**.

CITY OF OTTUMWA

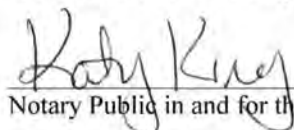
  
Richard W. Johnson, Mayor

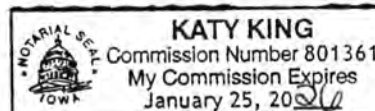
Attest:

  
Christina Reinhard, City Clerk

State of Iowa, Wapello County } ss:

On this 18 day of **June, 2024**, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared **Richard W. Johnson** and **Christina Reinhard**, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk, Respectively, of the City of Ottumwa, Iowa, a municipal corporation, 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, and **Richard W. Johnson** and **Christina Reinhard** acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

  
Notary Public in and for the State of Iowa



received  
10/3.24 9AM

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

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

Council Meeting of: Jun 18, 2024

Barbara Codjoe

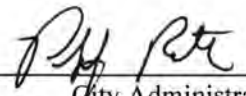
Prepared By

Barbara Codjoe

Department Head

Administration

Department



City Administrator Approval

AGENDA TITLE: Resolution #141-2024 - Approve changes to Compensation Handbook

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #141-2024

DISCUSSION:

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Changes are as follows:

- 1) Updated job title from "Water Superintendent" to "Wastewater Superintendent" to match job description.
- 2) Move Administrative Specialist from grade 3 to grade 4 based upon attached analysis.
- 3) Move Administrative Clerk from grade 2 to grade 3 based upon attached analysis.
- 4) Update revised date in footer of entire document to reflect June 2024.
- 5) Added Parking Attendant to the Classification Structure.

RESOLUTION NO. 141-2024

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 updated the assigned grade for Administrative Clerk and Specialist, and;

**WHEREAS**, staff for the City of Ottumwa updated the job title for our Wastewater Superintendent, and;

**WHEREAS**, staff for the City of Ottumwa added the job of Parking Attendant to the Classification Structure, and;

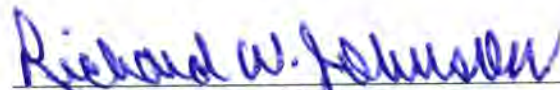
**WHEREAS**, staff has reviewed the current classification and wage structure and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

**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 May 22, 2024.

**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 18<sup>th</sup> day of June, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



**Date:** January 3, 2024

**From:** Barb Codjoe, Director of HR

**To:** City Administrator, Phil Rath

**RE:** Pay grade for Administrative Clerk

While planning for the FY25 budget, the recommended Administrative Clerk salary shows a decrease to the current salary for the majority of employees in that position. Therefore, the position warrants an analysis to determine if it is placed in the correct pay grade.

The current collective bargaining agreement has the Clerk range as \$36,732.80 - \$44,241.60. The current compensation handbook for the City from our study in 2023 has the pay grade for the Administrative Clerk is grade 2. \$36,400 - \$47,320 annually with a midpoint of \$41,849.60.

### Comparable City Data

Below is the City comparable data provided by HR Directors in the state of Iowa. For comparison, the City of Ottumwa's Overall Cost of Living Index is 69.3

| 2023                               |   |                     |                     | Overall Cost of Living Index |
|------------------------------------|---|---------------------|---------------------|------------------------------|
| City                               | Title                                   | Minimum             | Maximum             |                              |
| Norwalk                            | Office assistant                        | \$ 50,030.00        | \$ 66,707.00        | 92                           |
| Urbandale                          | Administrative Technician               | \$ 45,532.03        | \$ 58,556.27        | 91.2                         |
| Fort Dodge                         | Administrative Assistants               | \$ 47,444.80        | \$ 65,395.20        | 70.1                         |
| Burlington                         | Public Works Office Coordinator         | \$ 42,339.00        | \$ 55,040.00        | 68.7                         |
| Grinnell                           | Public Services                         | \$ 35,191.00        |                     |                              |
| Mason City                         | Administrative Assistants               | \$ 44,116.80        | \$ 56,700.80        | 70                           |
| Clive                              | Administrative Assistants               | \$ 50,835.00        | \$ 66,102.00        | 95.9                         |
| Pella                              | Administrative Assistants               | \$ 44,116.80        | \$ 61,089.60        | 83.6                         |
| Ankeny                             | Administrative Clerk                    | \$ 45,827.00        | \$ 61,501.00        | 92.2                         |
| Altoona                            | Office assistant                        | \$ 54,537.60        | \$ 71,177.60        |                              |
| Waukee                             | Administrative Assistants               | \$ 49,984.00        | \$ 65,776.00        | 95.8                         |
| West Des Moines                    | Admin Assistant                         | \$ 49,337.00        | \$ 73,257.60        | 88.9                         |
| Hiawatha                           | Water Clerk                             | \$ 40,800.00        | \$ 57,100.00        |                              |
| Sioux City                         | Clerk                                   | \$ 42,649.97        | \$ 47,164.00        | 74.8                         |
| Spencer                            | Admin Assistant                         | \$ 43,305.60        | \$ 55,660.80        |                              |
| Waterloo                           | Clerk II                                | \$ 45,736.44        |                     |                              |
| Davenport                          | Clerk                                   | \$ 35,320.00        | \$ 45,527.00        |                              |
| Carroll                            | Clerk                                   |                     | \$ 42,140.80        |                              |
| Council Bluffs                     | Clerk Typist (part-time), Account Clerk | \$ 39,530.54        | \$ 50,451.82        |                              |
| <b>Average of all</b>              |   | <b>\$ 44,812.98</b> | <b>\$ 58,785.15</b> |                              |
| <b>Average with Index under 85</b> |   | <b>\$ 44,133.47</b> | <b>\$ 57,077.92</b> |                              |

Wapello County = \$35,588.80 - \$37,752

**Current Open Positions**

Health & Wellness Clerk – Career Systems Development Corporation – Ottumwa = \$17.06/hour = \$35,484.80 annually

Inventory Clerk – Keurig Dr. Pepper – Ottumwa = \$19/hour = \$39,520 annually

Utility Billing Clerk – City of Fairfield = \$14 - \$16/hour = \$29,120 - \$33,280 annually

Administrative Church Secretary – Central United Methodist Church – Oskaloosa = \$18/hour = \$37,440 annually

Front Desk Reception / Office Manager – Miracle Ear - Decorah = \$16/hour = \$33,280 annually

Office Secretary – Reliable Maintenance Company = \$14-\$15/hour = \$29,120 - \$31,200 annually

**Other Comparable Data**

Department of Labor for wages in May 2022 for Municipal Clerks.

**Occupational Employment and Wages, May 2022**  
**43-4031 Court, Municipal, and License Clerks**

Perform clerical duties for courts of law, municipalities, or governmental licensing agencies and bureaus. May prepare docket of cases to be called; secure information for judges and court; prepare draft agendas or bylaws for town or city council; answer official correspondence; keep fiscal records and accounts; issue licenses or permits; and record data, administer tests, or collect fees. Clerks of Court are classified in "Managers, All Other" (11-9199).

[National estimates for Court, Municipal, and License Clerks](#)  
[Industry profile for Court, Municipal, and License Clerks](#)  
[Geographic profile for Court, Municipal, and License Clerks](#)

**National estimates for Court, Municipal, and License Clerks:**  
 Employment estimate and mean wage estimates for Court, Municipal, and License Clerks:

| Employment (1) | Employment RSE (3) | Mean hourly wage | Mean annual wage (2) | Wage RSE (3) |
|----------------|--------------------|------------------|----------------------|--------------|
| 159,760        | 0.8 %              | \$ 22.25         | \$ 46,280            | 0.2 %        |

Percentile wage estimates for Court, Municipal, and License Clerks:

| Percentile      | 10%       | 25%       | 50% (Median) | 75%       | 90%       |
|-----------------|-----------|-----------|--------------|-----------|-----------|
| Hourly Wage     | \$ 14.57  | \$ 17.52  | \$ 21.22     | \$ 25.00  | \$ 30.60  |
| Annual Wage (2) | \$ 30,310 | \$ 36,440 | \$ 44,140    | \$ 51,990 | \$ 63,640 |

Digging down further into the local government industry, it shows the Municipal mean wage is \$45,730 as a national average.

**Industry profile for Court, Municipal, and License Clerks:**  
Industries with the highest published employment and wages for Court, Municipal, and License Clerks are provided. For a list of all industries with employment in Court, Municipal, and License Clerks, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in Court, Municipal, and License Clerks:

| Industry   | Employment (1) | Percent of industry employment | Hourly mean wage | Annual mean wage (2) |
|--|----------------|--------------------------------|------------------|----------------------|
| <a href="#">Local Government, excluding schools and hospitals (OEWS Designation)</a> | 116,410        | 2.17                           | \$ 21.98         | \$ 45,730            |
| <a href="#">State Government, excluding schools and hospitals (OEWS Designation)</a> | 40,430         | 1.90                           | \$ 23.47         | \$ 48,810            |
| <a href="#">Other Support Services</a>   | 2,140          | 0.68                           | \$ 15.25         | \$ 31,720            |
| <a href="#">Employment Services</a>  | 200            | 0.01                           | \$ 15.49         | \$ 32,220            |
| <a href="#">Vocational Rehabilitation Services</a>                                   | 120            | 0.05                           | \$ 15.06         | \$ 31,320            |

Information from Salary.com – average of \$45,603 in Des Moines for Administrative Assistant.

**Administrative Assistant I**

Change Country ▾

- Salary
- Benefits
- Job Description
- Compare Jobs
- Similar Jobs

**Salary** | Salary + Bonus | Benefits | How To Become



Customer Service Representative in Des Moines – average of \$38,133.

**Customer Service Representative I**

Change Country

- Salary
- Benefits
- Job Description
- Compare Jobs
- Similar Jobs

- Salary**
- Salary + Bonus
- Benefits
- How To Become



ZipRecruiter – average of \$49,920.

**Clerk Salary**

- Yearly
- Monthly
- Weekly
- Hourly**
- Table View



**Clerk Salary Comparison by Location**

|                          |      |
|--------------------------|------|
| Nationwide United States | \$17 |
| Ottumwa, IA Iowa         | \$17 |

Enter city, state or postal code    Add Location



Robert Half – Des Moines, Iowa salaries



### Gallagher Study

The Administrative Clerk position was not identified as a benchmark position so individual data was not obtained for this position.

Gallagher did publish a 2023 National Compensation Survey. While there isn't a specific position geared toward Administrative Clerk, there are a few that hold some of the same job responsibilities.

#### 2023 National Compensation Survey

**Survey Title:** Customer Service Representative

**Job Number:** 60

**Typical Duties:** Corresponds in person, or by telephone, with customers concerning requests for information regarding service or product availability, delivery, pricing, billing, status of accounts or other matters in a manner that will maintain good customer relations. Has contacts with other departments and locations within the organization, as necessary, to obtain and provide information. Completes necessary records to document inquiries. The primary focus of this position is the gathering and exchange of information. Authority to take action is limited to established policy. Refers more difficult quality, service or application questions to higher level customer service staff or other appropriate internal staff. Handles necessary documents to complete inquiries. Typically, work is performed using a personal computer.

#### Annual Salary

| Breakout Name | Group Name                      | 25th     | 50th     | Avg.     | Wtd. Avg. | 75th     |
|---------------|---------------------------------|----------|----------|----------|-----------|----------|
| Region        | Midwest                         | \$39,432 | \$46,322 | \$47,706 | \$41,438  | \$52,900 |
| FTEs          | 150 to 499 FTEs                 | \$39,253 | \$44,826 | \$46,949 | \$45,309  | \$51,717 |
| Industry      | Government/Non-Profit/Education | \$36,468 | \$42,146 | \$42,809 |           | \$46,933 |
| State         | Iowa                            | \$44,281 | \$46,280 | \$47,098 | \$48,378  | \$51,787 |

#### 2023 National Compensation Survey

**Survey Title:** Records Clerk

**Job Number:** 138

**Typical Duties:** Maintains various types of records, correspondence, reports or documents in filing system. Pulls requested information for distribution and sends copies to appropriate department. Controls inventory of records which may include disposal at designated times.

#### Annual Salary

| Breakout Name | Group Name                      | 25th     | 50th     | Avg.     | Wtd. Avg. | 75th     |
|---------------|---------------------------------|----------|----------|----------|-----------|----------|
| Region        | Midwest                         | \$36,050 | \$40,244 | \$41,694 | \$45,035  | \$45,484 |
| FTEs          | 150 to 499 FTEs                 | \$36,410 | \$42,511 | \$43,461 | \$42,446  | \$47,915 |
| Industry      | Government/Non-Profit/Education | \$41,101 | \$46,234 | \$46,526 | \$46,087  | \$51,041 |

### 2023 National Compensation Survey

**Survey Title:** Administrative Assistant- Level I

**Job Number:** 130

**Typical Duties:** Beginning-level secretarial job. Usually assigned to a department and may work for more than one person. Uses a personal computer to produce letters, source documents, reports, etc. Performs work requiring judgment and office knowledge in such matters as routing of mail and telephone calls, scheduling appointments, and maintaining functional file systems. Performs other related secretarial work of a routine nature. Direction is typically detailed.

|               |                                 | Annual Salary |          |          |           |          |
|---------------|---------------------------------|---------------|----------|----------|-----------|----------|
| Breakout Name | Group Name                      | 25th          | 50th     | Avg.     | Wtd. Avg. | 75th     |
| Region        | Midwest                         | \$37,544      | \$42,598 | \$44,075 | \$44,407  | \$48,901 |
| FTEs          | 150 to 499 FTEs                 | \$39,252      | \$43,680 | \$45,548 | \$44,343  | \$49,505 |
| Industry      | Government/Non-Profit/Education | \$40,950      | \$44,976 | \$45,497 |           | \$50,803 |
| State         | Iowa                            | \$38,050      | \$47,892 | \$46,165 |           | \$52,552 |

### 2023 National Compensation Survey

**Survey Title:** Administrative Assistant- Level II

**Job Number:** 131

**Typical Duties:** Intermediate-level secretarial job. Reports either to a department head (in a smaller organization) or to several individuals. Performs varied secretarial duties such as screening mail, handling telephone calls, setting up files and records, and preparation of routine reports. Uses a personal computer utilizing one or more software packages to generate correspondence and other documentation, including graphics. May coordinate meetings, conferences, presentations, travel arrangements and perform other routine administrative work. Requires only general supervision when special projects are assigned. Receives less detailed direction.

|               |                                 | Annual Salary |          |          |           |          |
|---------------|---------------------------------|---------------|----------|----------|-----------|----------|
| Breakout Name | Group Name                      | 25th          | 50th     | Avg.     | Wtd. Avg. | 75th     |
| Region        | Midwest                         | \$43,076      | \$49,398 | \$50,012 | \$47,680  | \$56,379 |
| FTEs          | 150 to 499 FTEs                 | \$43,680      | \$49,920 | \$50,339 | \$50,381  | \$56,763 |
| Industry      | Government/Non-Profit/Education | \$44,748      | \$50,386 | \$51,136 | \$47,345  | \$56,347 |
| State         | Iowa                            | \$42,804      | \$49,530 | \$50,147 | \$47,462  | \$59,512 |



### Recommendation

I would recommend moving this position to a grade 3. That would put the salary range at \$40,040 - \$52,041.60.

Our compensation handbook states “the City will develop its pay structure using the 75<sup>th</sup> percentile of the market for actual salaries anchored at the midpoint”. Therefore, the 50<sup>th</sup> percentile would be similar to our starting point.

- City’s with similar population and cost of living index average a starting wage of \$44,133.
- Published study data for the 50<sup>th</sup> percentile average

| Group Name     | C.S. Rep        | Records Clerk   | Admin Assistant (I) | Admin Assistant (II) |
|----------------|-----------------|-----------------|---------------------|----------------------|
| Government     | \$42,149        | \$46,234        | \$44,976            | \$50,386             |
| Midwest        | \$46,322        | \$40,244        | \$42,598            | \$49,398             |
| Iowa           | \$46,280        |                 | \$47,892            | \$49,530             |
| <b>Average</b> | <b>\$44,917</b> | <b>\$43,249</b> | <b>\$45,155</b>     | <b>\$49,771</b>      |

We have recently open a requisition to establish a clerk’s list. One question that is asked of all applicants is the required salary amount. While this is not a guarantee of that salary, this gives us an idea of what candidates are looking for to come to work with the City. The average expected salary for a Clerk position is \$39,362 annually.

When reviewing local job postings, we realize that starting wages are quite a bit lower than this amount. As we work to attract and retain qualified workers, we will need to be competitive in the market. Being at a higher salary than the posted positions could help to provide us that.

Increasing this salary will also provide these positions with an increase that the current grade would not. We know that we will see this increase requested when we negotiate collective bargaining agreements this coming year.

### Additional Changes

With changing this pay grade, I would also recommend changing the Administrative Specialist position to a grade 4. This would put that salary range at \$44,033.60 - \$57,241.60.

The position is currently a grade 3 but is a higher series level than the Administrative Clerk. The Administrative Specialist works closely with Department Heads and may cross many functional areas. This position aligns closer to the Administrative Assistant (II) above.

### Financial Impact

For the Administrative Clerk, funding for this will come from a couple of different funds depending upon the department the position is in. The costs in the total column will be added costs per year for this change. These have been budgeted in for in the respective departments.



## General Fund 001 – 340 &amp; 540 (Building &amp; Code; Planning &amp; Zoning)

| Additional Salary | IPERS    | FICA     | MEDI    | Life Insurance | Workers Comp |        | Total      |
|-------------------|----------|----------|---------|----------------|--------------|--------|------------|
|                   | 9.44%    | 6.20%    | 1.45%   | \$0.285        | Rate         | Amount |            |
| \$3,577.60        | \$337.73 | \$221.81 | \$51.88 | \$1.02         | 0.19%        | \$6.80 | \$4,196.83 |

## Road Use Tax Fund

| Additional Salary | IPERS    | FICA     | MEDI    | Life Insurance | Workers Comp |        | Total      |
|-------------------|----------|----------|---------|----------------|--------------|--------|------------|
|                   | 9.44%    | 6.20%    | 1.45%   | \$0.285        | Rate         | Amount |            |
| \$4,908.80        | \$463.39 | \$304.35 | \$71.18 | \$1.40         | 0.19%        | \$1.40 | \$5,758.44 |

## Sewage Treatment

| Additional Salary | IPERS    | FICA    | MEDI    | Life Insurance | Workers Comp |        | Total      |
|-------------------|----------|---------|---------|----------------|--------------|--------|------------|
|                   | 9.44%    | 6.20%   | 1.45%   | \$0.285        | Rate         | Amount |            |
| \$1,365           | \$128.86 | \$84.63 | \$19.79 | \$0            | 0.19%        | \$2.59 | \$1,600.87 |

For the Administrative Specialist, funding will come from the General Fund.

| Additional Salary | IPERS   | FICA     | MEDI     | Life Insurance | Workers Comp |         | Total       |
|-------------------|---------|----------|----------|----------------|--------------|---------|-------------|
|                   | 9.44%   | 6.20%    | 1.45%    | \$0.285        | Rate         | Amount  |             |
| \$12,542.40       | \$1,184 | \$777.63 | \$181.86 | \$3.57         | 0.19%        | \$23.83 | \$14,713.30 |

## **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 75<sup>th</sup> 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
- Dubuque, Iowa
- Fort Dodge, Iowa
- Marshalltown, Iowa
- Oskaloosa, Iowa
- Burlington, Iowa
- Muscatine, Iowa
- Bettendorf, Iowa
- Altoona, 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 75<sup>th</sup> 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**

| <b>Term</b>                         | <b>Definition</b>  |
|-------------------------------------|--|
| <b>Position</b>                     | A position is the job held by one person. It is the set of duties assigned to an individual.   |
| <b>Classification</b>               | A body of work performed by a group of positions and jobs with similar responsibilities at a similar level of responsibility.  |
| <b>Classification Specification</b> | 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"> <li>• A description of the type and level of work;</li> <li>• 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;</li> <li>• 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).</li> </ul> |
| <b>Classification Series</b>                    | <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"> <li>• The volume of work;</li> <li>• The number or variety of specific assignments;</li> <li>• An employee's longevity in a current classification; or</li> <li>• A change in reporting relationships.</li> </ul>   |
| <b>Classification Structure</b>                 | <p>An arrangement of all the classification series and classifications an employer uses, together with the classification specifications.</p>  |
| <b>Classification Titles</b>                    | <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>  |
| <b>Position Description Questionnaire (PDQ)</b> | <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.

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### **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.

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### **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                | Reference Librarian             | 3            |
| Library                | Library                | Youth Services Librarian        | 3            |
| Library                | Library                | Library Manager                 | 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   | Program Instructor              | 3            |
| Parks and Recreation   | Parks and Recreation   | Program Supervisor              | 4            |
| Parks and Recreation   | Parks and Recreation   | Aquatic Facility Supervisor     | 5            |
| Parks and Recreation   | Parks and Recreation   | Director of Parks & Recreation  | 6            |
| Community Development  | Landfill               | Grounds Worker                  | 1            |
| Community Development  | Landfill               | Gatekeeper                      | 2            |
| Community Development  | Landfill               | Equipment Operator              | 3            |
| Community Development  | Landfill               | Landfill Supervisor             | 4            |
| Community Development  | Recycling              | Gatekeeper                      | 1            |
| Community Development  | Recycling              | Demanufacturing Technician      | 2            |
| Community Development  | Recycling              | Recycling Coordinator           | 3            |



| Job Family                   | Series Title                 | New Class Title                   | Series 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 Aide                  | 1            |
| Public Works                 | Civil Engineering            | Engineering Assistant I           | 2            |
| Public Works                 | Civil Engineering            | Design Tech                       | 3            |
| Public Works                 | Civil Engineering            | Engineering Supervisor            | 4            |
| Public Works                 | Civil Engineering            | City Engineer                     | 5            |
| 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 |
|--------------------------------|--------------------|---|---|-------|
| <b>MANAGEMENT<br/>(EXEMPT)</b> | 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    |
|                                | 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. | Director of Parks & Recreation                | 12    |
|                                |                    |   | Deputy Fire Chief                             | 11    |
|                                |                    |   | Wastewater Superintendent                     | 11    |
|                                |                    |   |   |       |

| Occupational Group               | Title  | Level Definition  | Position Title                  | Grade |
|----------------------------------|--|---|---------------------------------|-------|
| <b>PROFESSIONAL<br/>(EXEMPT)</b> | Lead/Principal/<br>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    |
|                                  |  |   | Police Sergeant                 | 10    |
|                                  |  |   | Accountant                      | 10    |
|                                  | Senior Officer /<br>Analyst /<br>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 Fire Chief            | 9     |
|                                  |  |   | Aviation Services Supervisor    | 9     |
|                                  |  |   | City Clerk                      | 9     |
|                                  |  |   | Senior Electrician              | 9     |
|                                  |  |   | WPCF Maintenance Supervisor     | 8     |
|                                  | Officer/Analyst/<br>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 Operations Supervisor      | 8     |
|                                  |  |   | Laboratory Chemist              | 8     |
|                                  |  |   | Planning and Zoning Coordinator | 8     |
|                                  |  |   | Landfill Supervisor             | 8     |
|                                  |  |   | Police Officer                  | 8     |
| Maintenance Electrician          |  |   | 8                               |       |
|                                  | Garage Supervisor                            | 8   |                                 |       |



| Occupational Group                           | Title                                      | Level Definition   | Position Title                 | Grade |
|--|--|--|--------------------------------|-------|
| <b>TECHNICAL/SPECIALIST<br/>(NON-EXEMPT)</b> | Foreman/ Lead<br>Specialist/<br>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     |
|  |  |  | Library Manager                | 7     |
|  |  |  | Recycling Coordinator          | 7     |
|  |  |  | Aquatic Facilities Manager     | 7     |
|  |  |  | HR Generalist                  | 7     |
|  |  |  | Public Information Officer     | 7     |
|  |  |  | GIS Administrator              | 7     |
|  | Building Inspector                         | 7  |                                |       |
|  | Fire Captain                               | 7  |                                |       |
|  | Senior Specialist /<br>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 Assistant          | 6     |
| Pre-treatment Coordinator                    |  |  | 6                              |       |
| Master Firefighter                           |  |  | 6                              |       |
| Mechanic                                     |  |  | 6                              |       |

| Occupational Group                   | Title                      | Level Definition   | Position Title                   | Grade    |
|--------------------------------------|----------------------------|--|----------------------------------|----------|
| TECHNICAL/SPECIALIST<br>(NON-EXEMPT) | Specialist /<br>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/<br>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        |
|                                      |                            |  | <b>Administration Specialist</b> | <b>4</b> |
|                                      |                            |  | Engineering Aide                 | 4        |
|                                      |                            |  | Maintenance Worker               | 4        |
|                                      |                            |  | Reference Librarian              | 4        |
|                                      |                            |  | Youth Services Librarian         | 4        |

| Occupational Group              | Title                     | Level Definition   | Position Title                | Grade |
|---------------------------------|---------------------------|--|-------------------------------|-------|
| <b>SUPPORT<br/>(NON-EXEMPT)</b> | 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. | Program Supervisor            | 3     |
|                                 |                           |  | 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     |
|                                 | 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     |
|                                 |                           |  | Lifeguard                     | 1     |
| Parking Attendant               |                           |  | 1                             |       |



| Grade | Step 1<br>Hire | Step 2<br>1 Year | Step 3<br>1 Year | Step 4<br>1 Year | Step 5<br>1 Year | Step 6<br>1 Year | Step 7<br>1 Year | Step 8<br>3 Year | Step 9<br>3 Year | Step 10<br>3 Year | Step 11<br>3 Year | Step 12<br>3 Year | Step 13<br>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

| <b>Seasonal / Contracted Employees</b>  |                  |
|---|------------------|
| <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<br>Hire | Step 2<br>1 Year | Step 3<br>1 Year | Step 4<br>1 Year | Step 5<br>1 Year | Step 6<br>1 Year | Step 7<br>1 Year | Step 8<br>3 year | Step 9<br>3 year | Step 10<br>3 year | Step 11<br>3 year | Step 12<br>3 year | Step 13<br>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

| <b>Seasonal / Contracted Employees</b>  |                  |
|---|------------------|
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| 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 |

**CITY OF OTTUMWA**  
**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)  | Time in Current Position               | <input type="checkbox"/> Less than 1 year<br><input type="checkbox"/> 1-3 years<br><input type="checkbox"/> 3-5 years<br><input type="checkbox"/> 5-10 years<br><input type="checkbox"/> 10+ years |
| E-mail                      |  |  |
| <b>Immediate Supervisor</b> | <b>Immediate Supervisor Reports To</b> |  |
| 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:

|   |   |
|---|---|
| <b>DO</b>   | <p>List responsibilities that make up at least 5% of your time.</p> <p>Use descriptive action verbs such as – prepares, calculates, operates, etc. to start each statement.</p> <p>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.</p> <p>Follow the format of what, how and why – “I do this, by doing this, in order to...”</p> <p>Indicate how often you perform each duty in the “Frequency” column.</p> <p>Estimate how much of your time is spent on each task in the “Percent of Time” column. The total cannot exceed 100%. <i>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.</i></p> |
| <b>DON'T</b>  | <p>Copy and paste language from your current job specification unless it is accurate and reflects current duties and responsibilities.</p> <p>List specific tasks (e.g., complete weekly project status report).</p> <p>Use phrases such as “assists with” or “participates in.” If you must use these phrases, provide specific details of what you assist with.</p> <p>Use acronyms.</p> <p>Spend a great deal of time trying to come up with an exact percentage in the “Percent of Time” column.</p>  |
| <p><b>Example</b></p> <p><u>DON'T</u> WRITE “Prepares quality assurance reports”</p> <p><u>DO</u> 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.</p> |   |



| Essential Duties<br>(What you do and how you do it.)  | Decisions Required   | Frequency                 | % of Time |
|---|--|---------------------------|-----------|
| <b>EXAMPLES: (List actual essential duties below examples)</b>  |  |                           |           |
| <i>Prepares monthly newsletters by gathering information, writing copy, editing, and preparing for publication.</i> | <i>Articles to include, editorial changes, graphics, layouts</i>                                     | M                         | 25%       |
| <i>Performs inventory spot checks and monthly counts of supplies in warehouse.</i>                                  | <i>When to check supplies</i>  | M                         | 10%       |
| <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> | M                         | 20%       |
| 1.  |  | Pull down<br>menu options |           |
| 2.  |  | Pull down<br>menu options |           |
| 3.  |  | Pull down<br>menu options |           |
| 4.  |  | Pull down<br>menu options |           |
| 5.  |  | Pull down<br>menu options |           |
| 6.  |  | Pull down<br>menu options |           |
| 7.  |  | Pull down<br>menu options |           |
| 8.  |  | Pull down<br>menu options |           |
| 9.  |  | Pull down<br>menu options |           |
| 10.   |  | Pull down<br>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             |
|--|------------------------|------------------------|
| <b>Climbing:</b> 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 |
| <b>Balancing:</b> 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 |
| <b>Stooping:</b> 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             |
|---|------------------------|------------------------|
| <b>Kneeling:</b> Bending legs at knee to come to a rest on knee or knees.         | Pull down menu options | Pull down menu options |
| <b>Crouching:</b> Bending the body downward and forward by bending leg and spine. | Pull down menu options | Pull down menu options |
| <b>Crawling:</b> Moving about on hands and knees or hands and feet.               | Pull down menu options | Pull down menu options |
| <b>Reaching:</b> Extending hand(s) and arm(s) in any direction.                   | Pull down menu options | Pull down menu options |
| <b>Standing:</b> 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             |
|---|------------------------|------------------------|
| <b>Walking:</b> Moving about on foot to accomplish tasks, particularly for long distances.  | Pull down menu options | Pull down menu options |
| <b>Pushing:</b> 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 |
| <b>Pulling:</b> 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 |
| <b>Lifting:</b> 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 |
| <b>Fingering:</b> 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 |
| <b>Grasping:</b> Applying pressure to an object with the fingers or palm.   | Pull down menu options | Pull down menu options |
| <b>Feeling:</b> 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 |
| <b>Talking:</b> 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 |
| <b>Hearing:</b> 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 |
| <b>Seeing:</b> The ability to perceive the nature of objects by the eye.  | Pull down menu options | Pull down menu options |
| <b>Repetitive Motions:</b> 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.*

6-12-24 8AM

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jun 18, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: RESOLUTION APPROVING DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT

\*\*\*\*\*

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

The Order of Processing for each Public Hearing must be attached to this Staff Summary. If the Order is not attached, it will default. Questions will not be placed on the agenda.

RECOMMENDATION: Approve Resolution 142-2024 and continue the process for sale of bonds.

DISCUSSION: As part of the issuance of debt, our financial advisor prepares a preliminary official statement (POS). The POS contains information about the bonds and the city's financial condition. Prior to the sale of the bonds, the POS is distributed to potential buyers who use the information in determining their bids. Before said distribution, the POS must be reviewed and approved by the City Council.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 142-2024**

**RESOLUTION APPROVING DISTRIBUTION OF PRELIMINARY  
OFFICIAL STATEMENT**

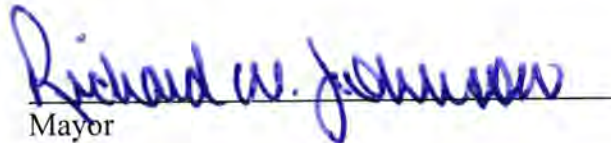
WHEREAS, in conjunction with the Underwriter, Piper Sandler & Co., the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to approve the distribution of the Preliminary Official Statement in connection with the offering of the Notes.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor, Finance Director and Clerk, upon the advice of bond counsel and disclosure counsel shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 18th day of June 2024.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF OTTUMWA, IOWA**

\$6,860,000\* (Subject to Adjustment) General Obligation Capital Loan Notes, Series 2024

- Resolution Approving Distribution of Preliminary Official Statement.

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



June 18, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in 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:

Doug McAntire, Keith Caviness, Cyan Bossou, Cara Galloway,  
Bill Hoffman, Jr.

Absent: none

Vacant: N/A

\* \* \* \* \*

Council Member Caviness introduced the following resolution entitled "RESOLUTION APPROVING DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT", and moved that the resolution be adopted. Council Member Bossou seconded the motion to adopt. The roll was called and the vote was,

AYES: McAntire, Caviness, Bossou, Galloway, Hoffman

\_\_\_\_\_

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

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

RESOLUTION NO. 142-2024

RESOLUTION APPROVING DISTRIBUTION OF  
PRELIMINARY OFFICIAL STATEMENT

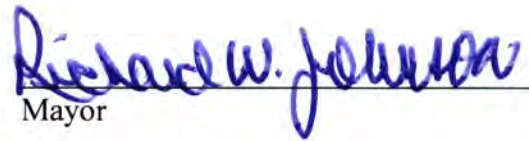
WHEREAS, in conjunction with the Underwriter, Piper Sandler & Co., the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to approve the distribution of the Preliminary Official Statement in connection with the offering of the Notes.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor, Finance Director and Clerk, upon the advice of bond counsel and disclosure counsel shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 18th day of June 2024.

  
\_\_\_\_\_  
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 18 day of June, 2024.

*Christina Reinhard*  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa





This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.



\$6,860,000 \* General Obligation Capital Loan Notes, Series 2024

Dated: Date of Delivery

The General Obligation Capital Loan Notes, Series 2024 described above (the "Notes") are being issued by Ottumwa, Iowa (the "Issuer" or the "City") as fully registered Notes in the denomination of \$5,000 or any integral multiple thereof and, when issued, will be registered in the name of Cede & Co., as Noteholder and nominee of the Depository Trust Company, New York, NY ("DTC"). DTC will act as securities depository for the Notes. Purchases of the Notes will be made in book-entry form. Purchasers of the Notes will not receive certificates representing their interest in the Notes purchased. So long as DTC or its nominee, Cede & Co., is the Noteholder, the principal of, premium, if any, and interest on the Notes will be paid by UMB Bank, N.A., as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Notes.

Interest on the Notes is payable on June 1, and December 1 in each year, beginning December 1, 2024 to the registered owners thereof. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

The Notes maturing after June 1, 2031, may be called for redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

MATURITY SCHEDULE\*

Table with columns: Note Due, Amount \*, Rate \*, Yield \*, Cusip Num.\*\* (repeated twice). Rows list maturity dates from 2025 to 2031 and corresponding amounts.

\$ \_\_\_\_\_,000 \* \_\_\_\_\_ % Term Note due \_\_\_\_\_, \_\_\_\_\_ priced to yield \_\_\_\_\_ % CUSIP Number \_\_\_\_\_ \*\*

The Notes are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality and validity by Ahlers & Cooney P.C., Des Moines, Iowa, Bond Counsel. Ahlers & Cooney, P.C. is also serving as Disclosure Counsel in connection with the issuance of the Notes. It is expected that the Notes in the definitive form will be available for delivery on or about August 1, 2024. The Underwriter intends to engage in secondary market trading of the Notes subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Notes at the request of the holder thereof.



The Date of this Official Statement is \_\_\_\_\_, 2024

\* Preliminary, subject to change

\*\* CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Notes nor do they make any representation as to the correctness of such CUSIP numbers on the Notes or as indicated above.

No dealer, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement is not to be construed as a contract with the purchasers of the Notes. The Issuer considers the Official Statement to be "near final" within the meaning of Rule 15c2-12 of the Securities Exchange Commission. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTIONS 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THESE SECURITIES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THESE SECURITIES HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

## FORWARD-LOOKING STATEMENTS

This Official Statement, including Appendix A, contains statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements are generally identifiable by the words such as "plan," "expect," "estimate," "budget" or similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

**OFFICIAL STATEMENT  
OTTUMWA, IOWA  
\$6,860,000\* GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024**

**INTRODUCTORY STATEMENT**

This Official Statement presents certain information relating to Ottumwa, Iowa (the “Issuer” or the “City”), in connection with the sale of the Issuer’s General Obligation Capital Loan Notes, Series 2024 (the “Notes”). The Notes are being issued to pay for the City’s FY24-25 and FY25-26 capital improvements program, as well as paying the costs associated with the issuance of the Notes. See “**SOURCES AND USES OF FUNDS**” herein.

This Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, except for the omission of certain pricing and other information which is to be made available through a final Official Statement.

This Introductory Statement is only a brief description of the Notes and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety.

The Notes are general obligations of the Issuer, payable from and secured by a continuing annual ad-valorem tax levied against all of the property valuation of the Issuer. See “**THE NOTES – Source of Security for the Notes**” herein.

All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

**THE NOTES**

**General**

The Notes are dated as of the Date of Delivery and will bear interest at the rates to be set forth on the cover page herein, interest payable on June 1 and December 1 in each year, beginning on December 1, 2024, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

**Authorization for the Issuance**

The Notes are being issued pursuant to the Code of Iowa, 2023 as amended, Sections 324.24A, and 384.25.

**Book Entry Only System**

*The following information concerning The Depository Trust Company (“DTC”), New York, New York and DTC’s book-entry system has been obtained from sources the Issuer believes to be reliable. However, the Issuer takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.*

The Depository Trust Company (“DTC”), New York, NY will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for the Securities in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues and money market instrument from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts.

\* Preliminary, subject to change



This eliminates the need for physical movement of securities certificates. Direct Participations include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC").

DTCC is the holding company for DTC, national Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered in the transaction. Transfers of ownership interest in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment transmission to them notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit have agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participants in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issue as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or successor securities depository). In that event Security certificates will be printed and delivered to DTC.

The Issuer cannot and does not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the



Beneficial Owners of the Notes (i) payments of principal of or interest and premium, if any, on the Notes, (ii) certificates representing an ownership interest or other confirmation of beneficial ownership interest in the Notes, or (iii) redemption or other notices sent to DTC or Cede & Co., its nominee, as the Registered Owner of the Notes, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities Exchange Commission, and the current "Procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

Neither the Issuer nor the Paying Agent/Trustee will have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the Notes; (3) the delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to owners of Notes; (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; or (5) any consent given or other action taken by DTC as a Noteholder.

### **Transfer and Exchange**

In the event that the Book Entry System is discontinued, any Note may, in accordance with its terms, be transferred by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation at the principal corporate office of the Registrar accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Registrar. Whenever any Note or Notes shall be surrendered for transfer, the Registrar shall execute and deliver a new Note or Notes of the same maturity, interest rate, and aggregate principal amount.

Notes may be exchanged at the principal corporate office of the Registrar for a like aggregate principal amount of Notes or other authorized denominations of the same maturity and interest rate; provided, however, that the Registrar is not required to transfer or exchange any Notes which have been selected for prepayment and is not required to transfer or exchange any Notes during the period beginning 15 days prior to the selection of Notes for prepayment and ending the date notice of prepayment is mailed. The Registrar may require the payment by the Note Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. All Notes surrendered pursuant to the provisions of this and the preceding paragraph shall be canceled by the Registrar and shall not be redelivered.

### **Prepayment**

Optional Prepayment. The Notes maturing after June 1, 2031, may be called for redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Mandatory Sinking Fund Redemption The Notes maturing on \_\_\_\_\_ are subject to mandatory redemption (by lot, as selected by the Registrar) on \_\_\_\_\_ 1 and \_\_\_\_\_ in each of the years \_\_\_\_\_ through \_\_\_\_\_ at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date in the following principal amounts:

| <u>Term Note</u>                   | <u>Principal Amount</u> |
|------------------------------------|-------------------------|
| <u>Mandatory Sinking Fund Date</u> | \$                      |

(maturity)

Selection of Notes for Redemption Notes subject to redemption will be selected in such order of maturity as the Issuer may direct. If less than all of the Notes of a single maturity are to be redeemed, the Notes to be redeemed will be selected by lot or other random method by the Registrar in such a manner as the Registrar may determine.

Notice of Redemption. Prior to the redemption of any Notes under the provisions of the Note Resolution, the Registrar shall give notice by regular mail not less than thirty (30) days prior to the redemption date to each registered owner thereof.

On the dates so designated for redemption, notice having been given in the manner and under the conditions hereinabove, provided and moneys for payment of the redemption price being held in the Sinking Fund, the Notes so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Notes on such date. Interest on the Notes so called for redemption shall cease to accrue; such Notes shall cease to be entitled to any benefit hereunder, and the Note Holders shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Notes which have been duly called for redemption, with respect to which irrevocable instructions to call for redemption at a stated

redemption have been given to the Registrar, and moneys for the payment the face amount thereof, premium, if any, and interest on are held in separate accounts by the Registrar in trust for Noteholders shall not thereafter be deemed to be outstanding under the provisions of the Resolution, other than be entitled to receive payment from such sources.

### **Source of Security for the Notes**

These Notes are general obligations of the Issuer. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Notes without constitutional or statutory limitation as to amount.

Nothing in the resolution authorizing the Notes prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied as described in the preceding paragraph to pay all or any portion of the principal of or interest on the Notes. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Notes, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Notes.

The City's obligation to pay the principal of and interest on the Notes is on a parity with the City's obligation to pay the principal of and interest on any other of its general obligation debt secured by a covenant to levy taxes within the City, including any such debt issued or incurred after the issuance of the Notes. The resolution authorizing the Notes does not restrict the City's ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Notes.

### **NOTEHOLDERS' RISKS**

An investment in the Notes is subject to certain risks. No person should purchase the Notes unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Notes. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Notes are an appropriate investment.

**EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT.**

### **Secondary Market Not Established**

There is no established secondary market for the Notes, and there is no assurance that a secondary market will develop for the purchase and sale of the Notes. Prices of municipal Notes traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets, general economic conditions, factors which may give rise to uncertainty concerning prudent secondary market practices, or adverse economic factors unique to the City. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal Notes, whether or not the subject Notes are in default as to principal and interest payments.

Municipal Notes are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

### **Ratings Loss**

Moody's Investor Service ("Moody's") has assigned a rating of "A" to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Additional regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Notes.

### **Matter Relating to Enforceability**

Holder of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolution for the Notes.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the resolution for the Notes. The opinion, to be delivered concurrently with the delivery of the Notes, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the resolution for the Notes, including principal of and interest on the Notes.

### **Forward-Looking Statements**

This Preliminary Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Notes.

### **Financial Condition of the City from time to time**

No representation is made as to the future financial condition of the City. Certain risks and factors could adversely affect the financial condition and or operations of the City in future. Such factors are often beyond the City's control, including but not limited to, economic recession, deflation of property values, financial difficulty or bankruptcy by one or more major property taxpayers, the complete or partial destruction of taxable property caused by tornados, earthquake, flood, fire or other natural disaster.

### **Redemption Prior to Maturity**

In considering whether to make an investment in the Notes, it should be noted the Notes are subject to optional redemption, as outlined herein, without Noteholder discretion or consent. See “**THE NOTES - Prepayment**” herein.

### **Tax Matters and Loss of Tax Exemption**

As discussed under the heading “**TAX MATTERS**” herein, the interest on the Notes could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Notes, as a result of acts or omissions of the City in violation of its covenants in the resolution for the Notes. Should such an event of taxability occur, the Notes would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Notes, and there is no provision for an adjustment of the interest rates on the Notes.

The Notes are anticipated to be designated as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the Issuer has further covenanted to comply with certain other requirements, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. Actions, or inactions, by the Issuer in violation of its covenants could affect the designation, which could also affect the pricing and marketability of the Notes.

It is possible legislation will be proposed or introduced that could result in changes in the way tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible that actions of the City, after the closings of the Notes, will alter the tax status of the Notes or remove the tax-exempt status from the Notes. In that instance, the Notes are not subject to mandatory prepayment and the interest rates on the Notes don't increase or otherwise reset. A determination of taxability on the Notes after closing could materially adversely affect the value and marketability of the Notes.

### **Pending Federal Tax Legislation**

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Notes or otherwise prevent holders of the Notes from realizing the full benefit of the tax exemption of interest on the Notes.

Further, such proposals may impact the marketability or market value of the Notes simply by being proposed. It cannot be predicted



whether, or in what forms, any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Notes. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Notes. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Notes would be impacted thereby.

### **Changes in Property Taxation**

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City's financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future changes to property taxation by the Iowa General Assembly will not be applied retroactively. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City's financial condition. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the "THE NOTES - Source of Security for the Notes" herein.

### **Cybersecurity**

The Issuer, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. For instance, due to one such recent attack, the names and social security numbers of City employees were exposed. The City has increased training and instituted a new policy to address such issues. There can be no assurances that any security and operational control measures implemented by the Issuer will be completely successful to guard against and prevent cyber threats and attacks, which could impact city operations and/or digital networks and systems. The costs of remedying any such damage could be significant, and significant liability claims or regulatory penalties, in connection with a security breach could have a material adverse impact on the Issuer's operations and financial condition. The Issuer has a \$1,000,000 cyber insurance policy. The Issuer cannot predict whether this policy will be sufficient in the event of a cyberattack.

### **Loss of Tax Base**

Loss of Tax Base: Economic and other factors beyond the City's control, such as economic recession, deflation of property values, or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the corporate boundaries of the City. In addition, the State of Iowa has been susceptible to tornados, flooding and other extreme weather wherein winds and flooding have from time to time caused significant damage, which may have an adverse impact on the City's financial position.

### **Pensions**

At June 30, 2023, the City reported a liability of \$2,858,550 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. For the year ending June 30, 2022, the City's collective proportion was 0.072020% which was a decrease of 0.00303% from its proportion measured as of June 30, 2021.

At June 30, 2023, the City reported a liability of \$7,818,325 for its proportionate share of the net pension liability related to Municipal Fire and Police Retirement System of Iowa (MFPRSI). The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the MFPRSI relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City's proportion was 1.392225% which was an increase of 0.018192% from its proportion measured as of June 30, 2021.

### **OPEB Benefits**

Individuals who are employed by the City and are eligible to participate in the group health, dental and vision plans are eligible to continue benefits upon retirement. Retirees under age 65 pay the same premium for the medical/prescription drug benefits as active employees, which results in an implicit rate subsidy.

See "EMPLOYEE PENSIONS" included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City's contributions, and the City's June 30, 2023 Independent Auditor's Reports, included in APPENDIX D to this Preliminary Official Statement, for additional information related to the City's deferred outflows and inflows of resources related to pensions, actuarial



assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition.

### **Continuing Disclosure**

A failure by the City to comply with continuing disclosure obligations (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Notes. Any such failure must be disclosed in accordance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and may adversely affect the transferability and liquidity of the Notes and their market price.

### **Bankruptcy**

The rights and remedies available to holders of the Notes may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Notes and the resolution for the Notes, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Notes could be prohibited from taking any steps to enforce their rights under the resolution for the Notes. In the event the City fails to comply with its covenants under the resolution for the Notes or fails to make payments on the Notes, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Notes.

### **Tax Levy Procedures**

The Notes are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "Source of Security for the Notes" herein. As part of the budgetary process each fiscal year, the City will have a statutory obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Notes for a particular fiscal year, may cause noteholders to experience a delay in the receipt of distributions of principal of and/or interest on the Notes.

In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Notes) may have to be enforced from year to year.

### **Federal Funds Orders and State Funds Legislation**

Various federal executive orders, and Iowa Code Chapter 27A (collectively "ICE Enforcement Initiatives"), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City's overall financial position and could affect its rating. However, the Notes are secured by a debt service levy upon real property in the jurisdictional limits of the City, and are not secured by state or federal funds.

### **DTC-Beneficial Owners**

Beneficial Owners of the Notes may experience some delay in the receipt of distributions of principal of and interest on the Notes since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through Indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner. In addition, since transactions in the Notes can be effected only through DTC Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "THE NOTES – Book Entry Only System" herein.

### **Legislation**

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on the future tax collections of the City. Purchasers of the Notes should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by

Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Notes and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the "2019 Act"). This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the county budget. The bill also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula.

The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Notes. It is too early to evaluate the affect the 2019 Act will have on the overall financial position of the City or its ability to fund essential services.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the "2013 Act"). Among other things, the Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a "rollback" (the percentage of a property's value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (apartments, nursing homes, assisted living facilities and certain other rental property) and assigned a declining rollback percentage to such properties for each year until the residential rollback percentage is reached in the 2022 assessment year, and (iv) exempted a specified portion of the assessed value of telecommunication properties.

During the 2021 Iowa Legislative session, the Iowa General Assembly enacted House File 418, applicable to valuations beginning January 1, 2022 (the "2021 Act"). HF418 removes the multi-residential property classification by reclassifying certain properties as subdivision of "residential" property. The multi-residential classification was created as part of the January 1, 2015 valuations, and became unnecessary due to the equalization of the residential and multi- residential classifications as of January 1, 2022.

The 2013 Act included a standing appropriation to replace some of the tax revenues lost by local governments due to the rollback. Iowa Code section 441.21A established this standing appropriation for reimbursement to local governments (backfill). However, SF 619, passed by the legislature on May 19, 2021 and subsequently signed into law by Governor Reynolds, phases out backfill payments beginning with fiscal years beginning on or after July 1, 2022. For cities and counties, the backfill is eliminated through annual reductions over five or eight years, depending on assessed valuation growth from 2012 to 2019. School district backfill payments will be eliminated after fiscal year 2022. Taxing authorities that are not schools, cities, or counties will have their backfill payments phased out over eight years. SF 619 also implements a tax credit for property owned by persons who are at least 70 years of age and whose annual household income is not more than 250% of the federal poverty level guidelines published by the U.S. Department of Health and Human Services. The expanded credit is available for claims filed on or after January 1, 2022. The expanded credit is exempt from the provisions of Iowa Code section 25B.7(1), which imposes a State requirement to fully fund changes to property tax credits. The legislation is anticipated to result in reduced property tax revenues as a result of the phased out property tax replacement claims and also due to expansion of the Elderly Property Tax Credit.

HF 2552, signed into law on May 2, 2022, alters the existing Business Property Tax Credit (BPTC) by changing the credit to an exemption and altering how local governments are reimbursed by the State for the property tax reductions associated with the exemption. A standing General Fund appropriation of up to \$125 million is anticipated to be used to reimburse local governments for the tax reductions associated with the exemption replacing the BPTC. Through FY 2029, reimbursement claims by local governments are expected to be less than \$125 million. The standing appropriation is projected to be insufficient to cover the cost of the program starting with FY 2030, resulting in prorated reimbursement claims to local governments. Local government revenues may be negatively affected if the state does not increase or maintain the appropriation.

Notwithstanding any decrease in property tax revenues that may result from legislative actions, the Notes are secured by an unlimited ad valorem property tax as described more fully in the "**THE NOTES - Source of Security of the Notes**" herein.

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

### Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Notes. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Notes are an appropriate investment.

### FUTURE FINANCING

The City does not currently intend to issue general obligation securities in the next six months.

## LITIGATION

The City encounters litigation occasionally, as a course of business, however, no litigation currently exists that is not believed to be covered by current insurance carriers and no litigation has been proposed that questions the validity of these Notes.

## ACCOUNTANT

The accrual-basis financial statements of the Issuer included as **APPENDIX D** to this Official Statement have been examined by BerganKDV, Ltd., St. Cloud, MN, to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said CPA, and said CPA expresses no opinion with respect to the Notes or the Official Statement. Note that the financial statements does not include financial data for the City's legally separate component units. For additional information see Appendix D.

## UNDERWRITING

The Notes are being purchased, subject to certain conditions, by Piper Sandler Co., Des Moines, Iowa (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Notes at an aggregate purchase price of \$ \_\_\_\_\_ plus accrued interest to the Closing Date.

The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing the Notes into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Notes may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Notes subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Notes at the request of the holder thereof.

## THE PROJECT

The Notes are being issued to pay the City's annual FY24-25 and FY25-26 CIP, as well as paying the costs associated with the issuance of the Notes.

## SOURCES AND USES OF FUNDS \*

|                               |                         |    |
|-------------------------------|-------------------------|----|
| <u>Sources of Funds</u>       | Note Proceeds           | \$ |
|                               | Reoffering Premium      |    |
| <u>Total Sources of Funds</u> |                         | \$ |
| <u>Uses of Funds</u>          | Deposit to Project Fund | \$ |
|                               | Costs of Issuance       |    |
|                               | Underwriter's Discount  |    |
| <u>Total Uses of Funds</u>    |                         | \$ |

\* Preliminary, subject to change

## TAX MATTERS

## LEGAL MATTERS

The Notes are subject to approval as to certain legal matters by Ahlers & Cooney, P.C., Des Moines, Iowa, as Bond Counsel. Bond Counsel has not participated in the preparation of this Official Statement except for guidance concerning the Section regarding "**TAX MATTERS**", and **Appendix "A"**, and will not pass upon its accuracy, completeness, or sufficiency. Bond Counsel has not examined nor attempted to examine or verify information concerning the filings made by or on behalf of the City with regard to any continuing disclosure undertaking, nor any of the financial or statistical statements, or data contained in this Official Statement, and will express no opinion with respect thereto.

All other information contained in this Official Statement has been obtained by (or on behalf of) the City from sources which the City considers to be reliable but it makes no warranty, guaranty, or other representation with respect to the accuracy or completeness of such

information.

This Official Statement is not to be construed as a contract or agreement amongst the City, the underwriter, or the holders of any of the Notes. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinions contained herein are subject to change without notice and neither the delivery of this Official Statement or the sale of the Notes made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. The information contained in this Official Statement is not guaranteed.

#### CONTINUING DISCLOSURE

The Issuer has covenanted for the benefit of the holders of the Notes to provide certain financial information and operating data relating to the Issuer, and to provide notices of the occurrence of certain enumerated events, if deemed by the Issuer to be material (the "Undertaking"). The specific nature of the information that the Issuer may provide pursuant to the Undertaking is summarized herein under the caption "**APPENDIX C - Form of Continuing Disclosure Certificate.**"

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Notes to provide annually certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than April 15 of the calendar year after the close of each fiscal year with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See "**APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.**" The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in "**APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.**" These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule").



**APPENDIX A - INFORMATION ABOUT THE ISSUER  
CITY OF OTTUMWA, IOWA  
CITY OFFICIALS**

|                            |   |
|----------------------------|---|
| <b>MAYOR</b>               | Rick Johnson  |
| <b>COUNCIL MEMBERS:</b>    | Cara Galloway<br>Cyan Bossou<br>Doug McAntire<br>Keith Caviness<br>Bill Hoffman Jr. |
| <b>CITY ADMINISTRATOR:</b> | Philip Rath   |
| <b>CITY CLERK:</b>         | Chris Reinhard  |
| <b>FINANCE DIRECTOR:</b>   | Cole O'Donnell  |
| <b>CITY ATTORNEY</b>       | Kristine Stone, Esq.<br>Des Moines, IA  |

**CONSULTANTS**

|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>BOND/DISCLOSURE COUNSEL:</b> | Ahlers & Cooney, PC<br>Des Moines, IA |
| <b>UNDERWRITER:</b>             | Piper Sandler & Co.<br>Des Moines, IA |
| <b>REGISTRAR/PAYING AGENT:</b>  | UMB Bank, n.a.<br>West Des Moines, IA |

### General Information (1)

The City of Ottumwa (the “City” or the “Issuer”) is located in southeastern Iowa approximately 90 miles southeast of Des Moines. Ottumwa, the County seat of Wapello County (the “County”), is the eighteenth largest city in the state of Iowa, with population (2010 Census) totaling 25,023. Ottumwa is the largest city in a 90 mile radius of southeastern Iowa and northeastern Missouri, and includes substantial retail, commercial and industrial capacity.

The City is served by U.S. Highways 34 and 63; Iowa highways 23, 137 and 16 and an excellent network of paved county roads. Freight rail service is provided by I&M Rail Link, the Burlington Northern and the Chicago and North Western. AMTRAK service is provided in the City of Ottumwa. Charter air service is available at the Ottumwa Municipal Airport by Ottumwa Flying Service.

The City is home to major employers, including: John Deere, Inc.; JBS Pork Ottumwa and Al-Jon Inc. IES operates an electric generating plant near Chillicothe in the northwestern part of the County. Substantial employment is also available in the Eddyville area from major employers including: Heartland Lysine Inc.; Cargill Inc.; and Ajinomoto Inc. of Japan.

### Utilities (1)

The following utilities operate within the Issuer providing the services indicated:

|                 |                               |
|-----------------|-------------------------------|
| Electric Power: | Alliant Utilities             |
| Natural Gas:    | Mid American Utilities        |
| Telephone:      | CenturyLink                   |
| Water:          | Ottumwa Water Works and Hydro |
| Sanitary Waste: | City of Ottumwa               |

### Population (2)

The following table sets forth population trends for the Issuer:

| <u>Year</u> | <u>Population</u> |
|-------------|-------------------|
| 2020        | 25,529            |
| 2010        | 25,023            |
| 2000        | 24,998            |
| 1990        | 24,488            |
| 1980        | 27,381            |
| 1970        | 29,610            |

### Major Employers (3)

Following are the major employers within the City and the current number of people they employ:

| <u>Employer</u>                          | <u>Business</u>               | <u>Approximate Employees</u> |
|--|-------------------------------|------------------------------|
| JBS Pork Ottumwa                         | Pork processing               | 2,200                        |
| John Deere Ottumwa Works                 | Agricultural Equipment        | 950                          |
| Ottumwa Regional Healthcare              | Healthcare                    | 825                          |
| Indian Hills Community College           | Education                     | 825                          |
| Ottumwa Community School District        | Education                     | 700                          |
| Cargill (located in Eddyville)           | Corn processing               | 500                          |
| Winger Mechanical Company                | Sheet Metal Fabrication       | 315                          |
| Ajinomoto Animal Nutrition North America | Animal Feed Additives         | 275                          |
| City of Ottumwa                          | Government                    | 250                          |
| Keurig Dr. Pepper Inc.                   | Beverage bottling             | 200                          |
| Hy-Vee                                   | Grocery store                 | 190                          |
| Menards                                  | Retail store                  | 190                          |
| Tenco Industries                         | Packaging and Assembly        | 180                          |
| QSI                                      | Chemical Cleaning Service     | 150                          |
| Wapello County                           | Government                    | 150                          |
| Winbco Tank Co.                          | Stainless Steel Fabrication   | 125                          |
| CNC Manufacturing                        | Landfill Compaction Equipment | 100                          |
| Norris Asphalt Paving Co.                | Asphalt Paving Materials      | 100                          |

(1) Source: The Issuer

(2) Source: U. S. Census Bureau

(3) Source: Locationone.com

**Employee Pension Plan (1)**

Defined Benefit Plan – Iowa Public Employees’ Retirement System

Plan Description. Iowa Public Employees’ Retirement System (“IPERS”) membership is mandatory for employees of the Issuer. The Issuer’s employees are provided with pensions through a cost-sharing multiple employer defined pension plan administered by IPERS. IPERS benefits are established under Iowa Code, Chapter 97B and the administrative rules thereunder. The Issuer’s employee who completed seven years of covered service or has reached the age of 65 while in IPERS covered employment becomes vested. If the Issuer’s employee retires before normal retirement age, the employees’ monthly retirement benefit will be permanently reduced by an early-retirement reduction. IPERS provides pension benefits as well as disability benefits to Issuer employees and benefits to the employees’ beneficiaries upon the death of the eligible employee. See “APPENDIX D–AUDITED FINANCIAL STATEMENTS OF THE ISSUER–NOTES TO THE FINANCIAL STATEMENTS” for additional information on IPERS. Additionally, copies of IPERS annual financial report may be obtained from www.ipers.org. Moreover, IPERS maintains a website at www.ipers.com. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Contributions. Effective July 1, 2012, as a result of a 2010 law change, IPERS contribution rates for the Issuer and its employees are established by IPERS following the annual actuarial valuation (which applies IPERS’ Contribution Rate Funding Policy and Actuarial Amortization method.) State statute, however, limits the amount rates can increase or decrease each year to one (1) percentage point. Therefore, any difference between the actuarial contribution rates and the contributions paid is due entirely to statutorily set contributions that may differ from the actual contribution rates. As a result, while the contribution rate in the fiscal year ended June 30, 2017 equaled the actuarially required rate, there is no guarantee, due to this statutory limitation on rate increases, that the contribution rate will meet or exceed the actuarially required rate in the future.

The Issuer’s contributions to IPERS is not less than that which is required by law. The Issuer’s share of the contribution, payable from the applicable funds of the Issuer, is provided by a statutorily authorized annual levy of taxes without limit or restriction as to rate or amount. The Issuer has always made its full required contributions to IPERS.

The following table sets forth the contributions made by the Issuer and its employees to IPERS for the period indicated. The Issuer cannot predict the levels of funding that will be required in the future.

Table 1 – Issuer and Employees Contribution to IPERS.

| Fiscal Year | Issuer Contribution |                      | Issuer Employees’ Contribution |                      |
|-------------|---------------------|----------------------|--------------------------------|----------------------|
|             | Amount Contributed  | % of Covered Payroll | Amount Contributed             | % of Covered Payroll |
| 2019        | 636,669             | 9.44                 | 424,006                        | 6.29                 |
| 2020        | 627,426             | 9.44                 | 418,253                        | 6.29                 |
| 2021        | 574,825             | 9.44                 | 386,990                        | 6.29                 |
| 2022        | 575,243             | 9.44                 | 387,125                        | 6.29                 |
| 2023        | 582,723             | 9.44                 | 388,387                        | 6.29                 |

The Issuer cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the Issuer. Thus, it is not possible to predict, control or prepare for future unfunded accrued actuarial liabilities of IPERS (“UAALs”). The UAAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAAL could be substantial in the future, requiring significantly increased contributions from the Issuer which could affect other budgetary matters.

The following table sets forth certain information about the funding status of IPERS that has been extracted from the comprehensive annual financial reports of IPERS for the fiscal years ended as noted (collectively, the “IPERS ACFRs”), and the actuarial valuation reports provided to IPERS by Cavanaugh MacDonald Consulting, LLC (collectively, the “IPERS Actuarial Reports”). Additional information regarding IPERS and its latest actuarial valuations can be obtained by contacting IPERS administrative staff.

(1) Source: IPERS CAFRs and IPERS Actuarial Reports for the periods indicated. For a description of the assumptions used when calculating the funding status of IPERS, see IPERS ACFRs

Table 2 – Funding Status of IPERS (1)

| Valuation Date | Actuarial Value of Assets [a] | Market Value of Assets [b] | Actuarial Accrued Liability [c] | Unfunded Actuarial Accrued Liability (Actuarial Value) [c]-[a] | Funded Ratio (Actuarial Value) [a]/[c] | Unfunded Actuarial Accrued Liability (Market Value) [c]-[b] | Funded Ratio (Market Value) [b]/[c] | Covered Payroll [d] | UAAL as a Percentage of Covered Payroll (Actuarial Value)  [c-a]/[d] |
|----------------|-------------------------------|----------------------------|---------------------------------|--|--|---|-------------------------------------|---------------------|--|
| 2019           | 33,324,327,606                | 34,010,680,731             | 39,801,338,797                  | 6,477,011,191  | 83.73                                  | 5,790,658,066   | 85.45                               | 8,151,043,468       | 71.04  |
| 2020           | 34,485,656,745                | 34,047,692,112             | 41,072,427,540                  | 6,586,770,795  | 83.96                                  | 7,024,735,428   | 82.90                               | 8,391,856,350       | 78.49  |
| 2021           | 37,584,987,296                | 42,889,875,682             | 42,544,648,750                  | 4,959,661,454  | 88.34                                  | -345,226,932  | 100.81                              | 8,648,783,536       | 57.35  |
| 2022           | 39,354,232,379                | 40,186,392,289             | 43,969,714,606                  | 4,615,482,227  | 89.50                                  | 3,783,322,317   | 91.40                               | 9,018,019,950       | 51.18  |
| 2023           | 41,012,524,216                | 41,206,314,259             | 45,719,979,439                  | 4,707,455,223  | 89.70                                  | 4,513,665,180   | 90.13                               | 9,588,339,000       | 49.10  |

Table 3 – Recent returns of IPERS (1)

According to IPERS, the market value investment return on program assets is as follows:

| Fiscal Year Ended June 30 | Investment Return % |
|---------------------------|---------------------|
| 2019                      | 8.35                |
| 2020                      | 3.39                |
| 2021                      | 29.63               |
| 2022                      | -3.90               |
| 2023                      | 5.41                |

Net Pension Liabilities (2)

Effective for fiscal years beginning after June 15, 2014, GASB Statement 68 requires all reporting units in a multi-employer cost sharing pension plan to record a balance sheet liability for their proportionate share of the net pension liability of the plan. The Issuer was required to implement GASB 68 in their year end June 30, 2015 financial statements.

At June 30, 2023, the Issuer reported a liability of \$2,858,550 for its proportional share of the IPERS net pension liability. The net pension liability was measured as of June 30, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The discount rate used to measure the total pension liability was 7.0%. The Issuer’s proportion of the net pension liability was based on the Issuer’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. See “**APPENDIX D–AUDITED FINANCIAL STATEMENTS OF THE ISSUER–NOTES TO THE FINANCIAL STATEMENTS**” for additional information related to the Issuer’s deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity.

Detailed information about the pension plan’s fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS’ website at [www.ipers.org](http://www.ipers.org).

Bond Counsel, Disclosure Counsel, the Issuer, the Underwriter undertake no responsibility for and make no representations as to the accuracy or completeness of the material available from IPERS as discussed above or included on the IPERS website, including, but not limited to, updates of such information on the Auditor of State’s website or links to other websites through the IPERS website.

(1) Source: IPERS ACFRs and IPERS Actuarial Reports for the periods indicated. For a description of the assumptions used when calculating the funding status of IPERS, see IPERS ACFRs

(2) Source the Issuer



Defined Benefit Pension Plan - Municipal Fire and Police Retirement System of Iowa (1)

The Municipal Fire and Police Retirement System of Iowa (MFPRSI), created under Chapter 411.35 of the Code of Iowa, is the administrator of a multiple-employer, cost sharing, defined benefit pension plan for the exclusive benefit of eligible employees of participating cities (substantially all full-time employees of the respective fire and police departments). It is governed by a nine-member board of trustees who are elected by the employers and participants of MFPRSI. The City's responsibility is limited to payment of contributions. MFPRSI provides retirement disability and death benefits that are established by state statute to plan members and beneficiaries.

Plan members and their employer cities are required to contribute as shown below:

| Fiscal Year | Combined contribution rate | % of Payroll paid by Issuer | % of Payroll paid by Employee |
|-------------|----------------------------|-----------------------------|-------------------------------|
| 2019        | 34.71                      | 25.31                       | 9.40                          |
| 2020        | 35.58                      | 26.18                       | 9.40                          |
| 2021        | 34.71                      | 25.31                       | 9.40                          |
| 2022        | 35.58                      | 26.18                       | 9.40                          |
| 2023        | 33.30                      | 23.90                       | 9.40                          |

MFPRSI is administered by the Board with administration costs paid from income derived from invested funds. MFPRSI has an unfunded actuarial liability and unrecognized actuarial loss. The following table sets forth certain information about the funding status of MFPRSI that has been extracted from the Actuarial Valuation Report for fiscal years noted below (the "MFPRSI Reports").

| Valuation Date | Actuarial Value of Assets [a] | Market Value of Assets [b] | Actuarial Accrued Liability [c] | Unfunded Actuarial Accrued Liability (Actuarial Value) [c]-[a] | Funded Ratio (Actuarial Value) [a]/[c] | Unfunded Actuarial Liability (Market Value) [c]-[b] | Funded Ratio (Market Value) % [b]/[c] | Covered Payroll [d] | UAAL as a Percentage of Covered Payroll (Actuarial Value) [[c-a]/[d]] |
|----------------|-------------------------------|----------------------------|---------------------------------|--|--|---|---------------------------------------|---------------------|---|
| 2019           | 2,649,186,492                 | 2,613,125,249              | 3,269,051,818                   | 619,865,389  | 81.04                                  | 619,865,326   | 79.31                                 | 315,937,395         | 1.962   |
| 2020           | 2,710,027,554                 | 2,592,748,429              | 3,390,348,728                   | 680,321,174  | 79.93                                  | 797,600,299   | 76.47                                 | 327,870,085         | 2.075   |
| 2021           | 2,918,169,854                 | 3,293,610,268              | 3,518,184,403                   | 600,014,549  | 82.95                                  | 224,574,135   | 93.62                                 | 336,941,302         | 1.780   |
| 2022           | 3,083,242,438                 | 3,090,046,862              | 3,651,617,338                   | 568,374,900  | 84.43                                  | 561,570,476   | 84.62                                 | 349,752,458         | 1.652   |
| 2023           | 3,215,148,052                 | 3,175,750,413              | 3,801,949,463                   | 718,707,025  | 84.57                                  | 626,199,050   | 83.53                                 | 374,768,422         | 1.918   |

The investment return on the market value of program assets is as follows:

| Fiscal Year Ended June 30 | Investment Return % |
|---------------------------|---------------------|
| 2017                      | 11.75               |
| 2018                      | 7.63                |
| 2019                      | 5.44                |
| 2020                      | 2.34                |
| 2021                      | 30.78               |

Net Pension Liabilities. Effective for fiscal years beginning after June 15, 2014, GASB Statement 68 requires all reporting units in a multi-employer cost sharing pension plan to record a balance sheet liability for their proportionate share of the net pension liability of the plan. The Issuer was required to implement GASB 68 in their year end June 30, 2015 financial statements.

At June 30, 2023, the Issuer reported a liability of \$7,818,325 for its proportional share of the MFPRSI net pension liability. The net pension liability was measured as of June 30, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The discount rate used to measure the total pension liability was 7.5%. The Issuer's proportion of the net pension liability was based on the Issuer's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. See "APPENDIX D-AUDITED FINANCIAL STATEMENTS OF ISSUER - NOTES TO THE FINANCIAL STATEMENTS-PENSION PLAN" for additional information related to the Issuer's deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity.

Detailed information about the pension plan's fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI's website at [www.mfprsi.org](http://www.mfprsi.org).

Bond Counsel, Disclosure Counsel, the Issuer, and the Underwriter undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.

(1) Source: MFPRSI Actuarial Reports. For a description of the assumptions used when calculating the funding status of MFPRSI for each fiscal year ended June 30, see MFPRSI CAFRS

**Other Post-Employment Benefits (OPEB) (1)**

**Plan Description.** The City administers a single-employer benefit plan which provides medical, prescription drug, dental and life insurance benefits for employees, retirees and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

**Benefits provided.** Employees hired before February 22, 1993 with at least 20 years of service are eligible for retiree health care benefits. Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for medical, prescription drug and dental benefits as active employees, which results in an implicit rate subsidy and an OPEB liability. The City does not offer a post-employment benefit subsidy to employees hired on or after February 22, 1993. These employees can receive health care benefits on a pay-all basis. Life insurance for retirees is \$3,000 with no additional reductions. Retirees do not contribute for this coverage. Life insurance is not offered to the dependents of retirees. The OPEB liability is general liquidated by the General fund for governmental activities and the respective funds for business-type activities.

Employees covered by the benefit terms. At June 30, 2022, the following employees were covered by the benefit terms:

|  |            |
|--|------------|
| Inactive employees or beneficiaries currently receiving benefit payments | 8          |
| Active employees   | <u>116</u> |
|  | 124        |

**Total OPEB liability.** The City’s total OPEB liability of \$7,755,666 was measured as of June 30, 2023, and was determined by an actuarial valuation as of June 30, 2022.

**Changes in the Total OPEB Liability**

|  |                             |
|--|-----------------------------|
|  | <u>Total OPEB Liability</u> |
| Balance at the beginning of year       | \$7,999,374                 |
| Changes for the year:                  |                             |
| Service Cost                           | 41,683                      |
| Interest Cost                          | 276,450                     |
| Changes in assumptions or other inputs | (98,376)                    |
| Benefit payments                       | <u>(463,465)</u>            |
| Net Changes                            | <u>(243,708)</u>            |
| Balance at end of year                 | <u>7,755,666</u>            |

**Employment Statistics (2)**

The State of Iowa Department of Job Service reports unemployment unadjusted rates as follows (April 2024)

|                          |                              |
|--------------------------|------------------------------|
| <u>Governmental Body</u> | <u>Percentage Unemployed</u> |
| National Average:        | 3.90%                        |
| State of Iowa:           | 2.80%                        |
| Wapello County:          | 2.60%                        |

**Historical Employment Statistics (2)**

Presented below are the historical unemployment rates for the years indicated for Wapello County and the State of Iowa.

|                      |                       |                      |
|----------------------|-----------------------|----------------------|
| <u>Calendar Year</u> | <u>Wapello County</u> | <u>State of Iowa</u> |
| 2023                 | 3.50%                 | 2.90%                |
| 2022                 | 3.30                  | 2.80                 |
| 2021                 | 4.50                  | 3.80                 |
| 2020                 | 5.90                  | 5.20                 |
| 2019                 | 3.60                  | 2.70                 |

(1) Source: the Issuer. See “APPENDIX D – AUDITED FINANCIAL STATEMENTS OF ISSUER - NOTES TO THE FINANCIAL STATEMENTS (NOTE 6)” for additional information related to the Issuer’s deferred outflows and inflows of resources related to OPEBs, actuarial assumptions, discount rate, discount rate sensitivity and expenses.

(2) Source: Iowa Workforce Development

## Retail Sales (1)

Presented below are retail sales statistics for the City of Ottumwa for the period indicated:

| <u>Year Ended</u> | <u>Taxable Retail Sales</u> |
|-------------------|-----------------------------|
| 2023              | \$452,808,291               |
| 2022              | 416,706,156                 |
| 2021              | 406,211,735                 |
| 2020              | 372,361,287                 |
| 2019              | 335,240,641                 |

## Local Option Sales Tax (2)

The City approved a 1% local option sales and service tax ("Local Option Tax") at a special referendum. The Local Option Tax for the City became effective July 1, 1998. On November 6, 2012, the Local Option Tax was renewed with an approval rate of approximately 63%. The City's Local Option Tax referendum question stated that proceeds of such tax would be designated for 10% to be used for property tax relief and 90% to be used for street improvements and/or sewer improvements. The City is currently authorized to collect this tax through December 31, 2025.

Once approved, a Local Option Tax can only be repealed through a public referendum at which a majority voting approve the repeal or tax rate change, or, in certain circumstances, upon adoption of a motion by the governing body of the incorporated city requesting the repeal. If a Local Option Tax is not imposed county-wide, then the question of repeal is voted upon only by voters in such areas of a county where the tax has been imposed. A Local Option Tax may not be repealed within one year of the effective date.

The State of Iowa Department of Revenue (the "Department") administers collection and disbursement of all local option sales and services taxes in conjunction with administration of the State-wide sales, services and use tax presently assessed at 6%. The Department is required by statute to remit at least 95% of the estimated tax receipts to a county board of supervisors (for taxes imposed in unincorporated areas) and to each incorporated city. Such remittances are on a monthly basis. Once a year the Department reconciles its monthly estimated payments and makes an adjustment payment or debit at the November 10 payment date. Remittance of collections within a county are based upon the following statutory formula for county-wide collections:

75 percent: Based on a pro rata share of population (the most recent certified federal census) of those incorporated or unincorporated areas in a county which have approved a Local Option Tax.

25 percent: Based on a pro rata share of total property tax dollars levied during the three year period beginning July 1, 1982, through June 30, 1985, for those incorporated or unincorporated areas of a county which have approved a Local Option Tax.

Local Option Taxes are based on the same sales currently taxed by the state-wide 6% sales and services tax, with the present statutory exceptions of (i) certain sales of motor fuel or special fuel as defined in Chapter 452A, (ii) the sale of natural gas or electric energy in a city or county where the gross receipts are subject to a franchise fee or user fee during the period the franchise or user fee is imposed, (iii) the sales price from a pay television service consisting of a direct-to-home satellite service, or (iv) the sale of equipment by the State Department of Transportation.

The following table shows the trend of City Local Option tax receipts.

| <u>Fiscal Year ending June 30 (2)</u> | <u>Local Option Sales Tax Receipts (2)</u> | <u>Percent of Change +/-</u> |
|---------------------------------------|--|------------------------------|
| 2023                                  | 4,065,332                                  |                              |
| 2022                                  | 4,660,643                                  |                              |
| 2021                                  | 4,403,064                                  | 27.14%                       |
| 2020                                  | 3,463,259                                  | 7.85%                        |
| 2019                                  | 3,211,130                                  | (1.27%)                      |

(1) Source: Iowa Department of Revenue

(2) Through FY23, includes a reconciliation payment in November attributable to the previous fiscal year. No reconciliation payments were or are made after FY23.

**Property Tax Legislation**

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the “2019 Act”). This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the City’s budget. The bill also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Notes. It is too early to evaluate the affect the 2019 Act will have on the overall financial position of the City or its ability to fund essential services.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the “2013 Act”), which the Governor signed into law on June 12, 2013. Among other things, the 2013Act (i) reduces the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property, from the current 4% to 3%, (ii) assigns a “rollback” (the percentage of a property’s value that is subject to tax) to commercial, industrial and railroad property of 95% for the 2013 assessment year and 90% for the 2014 assessment year and all years thereafter, (iii) creates a new property tax classification for multi-residential properties (mobile home parks, manufactured home communities, land-lease communities, assisted living facilities and property primarily used or intended for human habitation containing three or more separate dwelling units) (“Multi-residential Property”) that begins in the 2015 assessment year, and assigns a declining rollback percentage of 3.75 percent to such properties for each subsequent year until the 2021 assessment year. The rollback percentage for Multi-residential Properties will be equal to the residential rollback percentage in the 2022 assessment year and thereafter and (iv) exempts a specified portion of the assessed value of telecommunication properties.

The 2013 Act includes a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. The appropriation does not replace losses to local governments resulting from the Act’s provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for Multi-residential Property to the residential rollback percentage, or the reduction in the percentage of telecommunications property that is subject to taxation. During the 2021 legislative session, Senate File 619 (“SF 619”) was signed into law on June 17, 2021, that phases out the standing appropriation payments to the City. The appropriation does not replace losses to local governments resulting from the 2013 Act’s provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for multi-residential properties from the residential rollback percentage, or the reduction in the percentage of telecommunications property that is subject to taxation.

Also during the 2021 Iowa Legislative session, House File 418 was signed into law on March 8, 2021, applicable to valuations beginning January 1, 2022 (the "2021 Act"). The 2021 Act removes the multi-residential property classification by reclassifying certain properties as a subdivision of “residential” property. The multi-residential classification was created as part of the January 1, 2015 valuations, and became unnecessary due to the equalization of the residential and multi-residential classifications as of January 1, 2022.

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Preliminary Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

**Property Tax Valuations (1)**

In compliance with Section 441.21 of the Code of Iowa, as amended, the State Director of Revenue annually directs all county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The final values, called Actual Valuation, are then adjusted by the county auditor. Assessed or Taxable Valuation subject to tax levy is then determined by the application of State determined rollback percentages, principally to residential and commercial property.

Beginning in 1978, the State required a reduction in Actual Valuation to reduce the impact of inflation on its residents. The resulting value is defined as the Assessed or Taxable Valuation. The rollback percentages for residential, agricultural and commercial valuations are as follows:

| Fiscal Year | Residential | Ag. Land & Bldgs | Commercial | Sm Commercial | Multi-residential | Railroad | Sm Railroad | Utilities | Industrial |
|-------------|-------------|------------------|------------|---------------|-------------------|----------|-------------|-----------|------------|
| 2024-25     | 46.3428     | 71.8370          | 90.0000    | 46.3428       | NA                | 90.0000  | 46.3428     | 100.0000  | 90.0000    |
| 2023-24     | 54.6501     | 91.6430          | 90.0000    | 54.6501       | NA                | 90.0000  | 54.6501     | 100.0000  | 90.0000    |
| 2022-23     | 54.1302     | 89.0412          | 90.0000    | 90.0000       | 63.7500           | 90.0000  | 90.0000     | 100.0000  | 90.0000    |
| 2021-22     | 56.4094     | 84.0305          | 90.0000    | 90.0000       | 67.5000           | 90.0000  | 90.0000     | 98.5489   | 90.0000    |
| 2020-21     | 55.0743     | 81.4832          | 90.0000    | 90.0000       | 71.2500           | 90.0000  | 90.0000     | 100.0000  | 90.0000    |

(1) Source: Iowa Department of Revenue



### Property Valuations (1)

Property is assessed on a calendar year basis. The assessments finalized as of January 1 of each year are applied to the following fiscal year. For example, the assessments finalized on January 1, 2022 are used to calculate tax liability for the tax year starting July 1, 2023 through June 30, 2024. Presented below are actual and taxable valuations for the period indicated:

| Valuation Year | Actual Valuation w/ Utilities | % Change in Actual Valuation | Debt Service Valuation w/ Utilities | % Change in Debt Service Valuation |
|----------------|-------------------------------|------------------------------|-------------------------------------|------------------------------------|
| 2023           | 1,422,722,019                 | 20.04%                       | 735,653,821                         | 7.41%                              |
| 2022           | 1,185,180,116                 | -1.17%                       | 684,918,948                         | -5.08%                             |
| 2021           | 1,199,261,318                 | 14.98%                       | 679,001,735                         | 8.64%                              |
| 2020           | 1,042,979,697                 | 0.18%                        | 625,003,890                         | 1.82%                              |
| 2019           | 1,041,083,102                 | 1.00%                        | 625,005,880                         | -1.00%                             |

### Property Valuations (1)

Presented below are the historic property valuations of the Issuer by class of property.

| <b>Actual Valuation</b>             |                        |                        |                        |                        |                        |
|-------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Valuation as of January Fiscal Year | 2023<br><u>2024-25</u> | 2022<br><u>2023-24</u> | 2021<br><u>2022-23</u> | 2020<br><u>2021-22</u> | 2019<br><u>2020-21</u> |
| Residential:                        | 952,528,327            | 759,127,159            | 720,755,606            | 646,430,958            | 643,709,591            |
| Agricultural Land:                  | 1,307,010              | 975,050                | 981,957                | 1,108,245              | 1,108,240              |
| Ag Buildings:                       | 80,770                 | 75,920                 | 71,100                 | 66,674                 | 67,740                 |
| Commercial:                         | 296,266,805            | 248,205,186            | 252,651,552            | 204,788,329            | 205,207,228            |
| Industrial:                         | 29,015,750             | 27,951,490             | 30,504,871             | 29,338,657             | 28,967,691             |
| Multi-Residential                   | 0                      | 0                      | 45,277,329             | 44,480,422             | 40,405,638             |
| Reserved                            | 0                      | 0                      | 0                      | 0                      | 0                      |
| Railroads:                          | 5,620,753              | 5,121,196              | 4,720,361              | 4,660,379              | 4,407,992              |
| Utilities:                          | 431,473                | 497,036                | 1,521,398              | 2,111,945              | 2,888,096              |
| Other:                              | 0                      | 0                      | 0                      | 0                      | 0                      |
| <b>Total Valuation:</b>             | <b>1,285,250,888</b>   | <b>1,041,953,037</b>   | <b>1,056,484,174</b>   | <b>932,985,609</b>     | <b>926,762,216</b>     |
| Less Military:                      | 3,324,791              | 1,559,648              | 1,696,836              | 1,800,544              | 1,907,720              |
| Less Homestead                      | 4,194,951              |                        |                        |                        |                        |
| <b>Net Valuation</b>                | <b>1,277,731,146</b>   | <b>1,040,393,389</b>   | <b>1,054,787,338</b>   | <b>931,185,065</b>     | <b>924,854,496</b>     |
| TIF Valuation:                      | 35,626,775             | 40,726,312             | 41,602,187             | 8,946,123              | 10,546,546             |
| Utility Replacement:                | 109,364,098            | 104,060,415            | 102,871,793            | 102,848,509            | 105,682,060            |
| <b>Taxable Valuation</b>            |                        |                        |                        |                        |                        |
| Valuation as of January Fiscal Year | 2023<br><u>2024-25</u> | 2022<br><u>2023-24</u> | 2021<br><u>2022-23</u> | 2020<br><u>2021-22</u> | 2019<br><u>2020-21</u> |
| Residential:                        | 425,020,129            | 398,886,554            | 373,765,300            | 362,435,952            | 351,357,868            |
| Agricultural Land:                  | 938,907                | 893,562                | 874,347                | 931,264                | 903,024                |
| Ag Buildings:                       | 58,023                 | 69,575                 | 63,309                 | 55,855                 | 55,196                 |
| Commercial:                         | 234,011,137            | 198,411,636            | 226,948,262            | 184,011,351            | 184,668,233            |
| Industrial:                         | 25,298,443             | 24,546,869             | 27,454,385             | 26,347,543             | 26,070,923             |
| Multi-Residential                   | 0                      | 0                      | 28,317,451             | 29,920,990             | 28,729,343             |
| Reserved                            | 0                      | 0                      | 0                      | 0                      | 0                      |
| Railroads:                          | 5,043,474              | 4,596,766              | 4,248,325              | 4,194,341              | 3,967,193              |
| Utilities:                          | 431,473                | 497,036                | 1,521,398              | 2,081,299              | 2,888,096              |
| Other:                              | 0                      | 0                      | 0                      | 0                      | 0                      |
| <b>Total Valuation:</b>             | <b>690,801,586</b>     | <b>627,901,998</b>     | <b>663,192,777</b>     | <b>609,978,595</b>     | <b>598,639,876</b>     |
| Less Military:                      | 3,324,791              | 1,559,648              | 1,696,836              | 1,800,544              | 1,907,720              |
| Less Homestead                      | 4,194,951              |                        |                        |                        |                        |
| <b>Net Valuation</b>                | <b>683,281,844</b>     | <b>626,342,350</b>     | <b>661,495,941</b>     | <b>608,178,051</b>     | <b>596,732,156</b>     |
| TIF Valuation:                      | 35,082,851             | 40,239,151             | 41,602,187             | 8,946,123              | 10,234,523             |
| Utility Replacement:                | 17,289,126             | 18,337,447             | 18,443,450             | 17,812,958             | 18,039,201             |

(1) Source: Iowa Department of Management

**Tax Rates (1)**

The Issuer levied the following taxes for collection during the fiscal years indicated:

| <u>Fiscal Year</u> | <u>General</u> | <u>Outside</u> | <u>Emergency</u> | <u>Debt</u> | <u>Employee Benefits</u> | <u>Capital</u> | <u>Total Levy</u> |
|--------------------|----------------|----------------|------------------|-------------|--------------------------|----------------|-------------------|
| 2024               | 8.10000        | 1.23436        | 0.27000          | 4.40160     | 7.19510                  | 0.00000        | 21.20106          |
| 2023               | 8.10000        | 1.15500        | 0.26996          | 4.29500     | 7.40000                  | 0.00000        | 21.21996          |
| 2022               | 8.10000        | 1.15500        | 0.27000          | 4.19500     | 8.50000                  | 0.00000        | 22.22000          |
| 2021               | 8.10000        | 1.72000        | 0.21000          | 3.36595     | 9.06055                  | 0.00000        | 22.45650          |
| 2020               | 8.10000        | 1.78500        | 0.21000          | 3.05577     | 9.30571                  | 0.00000        | 22.45648          |

**Historic Tax Rates (1)**

| <u>Fiscal Year</u> | <u>City</u> | <u>School</u> | <u>College</u> | <u>State</u> | <u>Assessor</u> | <u>Ag Extens</u> | <u>County</u> | <u>Total Levy Rate</u> |
|--------------------|-------------|---------------|----------------|--------------|-----------------|------------------|---------------|------------------------|
| 2024               | 21.20106    | 13.37272      | 1.29953        | 0.00180      | 0.39227         | 0.20626          | 6.37544       | 42.84908               |
| 2023               | 21.21996    | 14.10369      | 1.25528        | 0.00240      | 0.33520         | 0.20250          | 6.71522       | 43.83425               |
| 2022               | 22.22000    | 14.22267      | 1.02436        | 0.00260      | 0.34908         | 0.21087          | 7.04228       | 45.07186               |
| 2021               | 22.45650    | 14.71738      | 0.99980        | 0.00270      | 0.41107         | 0.20461          | 7.89247       | 46.68453               |
| 2020               | 22.45648    | 14.74676      | 0.99340        | 0.00280      | 0.44353         | 0.21643          | 7.26719       | 46.12659               |

**Tax Collection History (1) (2)**

| <u>Fiscal Year</u> | <u>Amount Levied</u> | <u>Amount Collected</u> | <u>% Collected</u> |
|--------------------|----------------------|-------------------------|--------------------|
| 2022-23            | 14,225,542           | 14,466,475              | 101.69%            |
| 2021-22            | 13,560,095           | 14,569,288              | 107.44             |
| 2020-21            | 13,442,515           | 13,383,986              | 99.56              |
| 2019-20            | 13,454,303           | 13,894,351              | 103.27             |
| 2018-19            | 12,776,480           | 13,615,986              | 106.57             |

(1) Source: Iowa Department of Management

(2) Tax Collection (& % Collected) Source: The Issuer

**Largest Taxpayers (1) (2)**

Set forth in the following table are the persons or entities which represent the 2022 largest taxpayers within the Issuer, as provided by the County Auditor’s Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. The City’s mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

| <u>Taxpayer</u>                     | <u>2022 Taxable Valuation</u> | <u>Percent of Total</u> |
|-------------------------------------|-------------------------------|-------------------------|
| MPT of Ottumwa-Lima LLC             | 36,688,990                    | 5.36%                   |
| Interstate Power and Light Co (2)   | 14,195,324                    | 2.07%                   |
| Swift Pork Company                  | 12,415,930                    | 1.81%                   |
| Atlantis Senior Living 11 LLC       | 10,831,240                    | 1.58%                   |
| Wal-Mart Real Estate Business Trust | 10,383,980                    | 1.52%                   |
| Menard Inc                          | 10,247,790                    | 1.50%                   |
| John Deere Ottumwa Works            | 7,475,360                     | 1.09%                   |
| Evang Lutheran Good Samaritan       | 6,813,440                     | 0.99%                   |
| CHCT Iowa LLC                       | 6,780,150                     | 0.99%                   |
| Lineage Master RE 7 LLC             | 6,375,540                     | 0.93%                   |
| Total                               |                               | 17.84%                  |

(1) Source: Wapello County Auditor

(2) Utility Property Tax Replacement. Beginning in 1999, the State replaced its previous property tax assessment procedure in valuing the property of entities involved primarily in the production, delivery, service and sale of electricity and natural gas with a replacement tax formula based upon the delivery of energy by these entities. Electric and natural gas utilities now pay replacement taxes to the State in lieu of property taxes. All replacement taxes are allocated among local taxing cities by the State Department of Revenue and Finance and the Department of Management. This allocation is made in accordance with a general allocation formula developed by the Department of Management on the basis of general property tax equivalents. Properties of these utilities are exempt from the levy of property tax by political subdivisions. Utility property will continue to be valued by a special method as provided in the statute and taxed at the rate of three cents per one thousand dollars for the general fund of the State. The utility replacement tax statute states that the utility replacement tax collected by the State and allocated among local taxing cities (including the Issuer) shall be treated as property tax when received and shall be disposed of by the county treasurer as taxes on real estate. However, utility property is not subject to the levy of property tax by political subdivisions, only the utility replacement tax and statewide property tax. It is possible that the general obligation debt capacity of the Issuer could be adjudicated to be proportionately reduced in future years if utility property were determined to be other than “taxable property” for purposes of computing the Issuer’s debt limit under Article XI of the Constitution of the State of Iowa. There can be no assurance that future legislation will not (i) operate to reduce the amount of debt the Issuer can issue or (ii) adversely affect the Issuer’s ability to levy taxes in the future for the payment of the principal of and interest on its outstanding debt obligations, including the Notes.

**Outstanding General Obligation Principal and Interest (1) (2)**

Presented below is the outstanding principal and interest of the Issuer's General Obligation Debt, including the Notes:

| Fiscal Year | 11/30/16 | 4/18/17 | 6/5/18  | 4/1/19    | 4/1/19  | 5/14/20    | 2/16/21 | 2/16/21   | 6/21/22   | 8/1/24    | Total Principal | Total Interest | Total P&I  |
|-------------|----------|---------|---------|-----------|---------|------------|---------|-----------|-----------|-----------|-----------------|----------------|------------|
| 6/30/25     | 180,000  | 375,000 | 150,000 | 670,000   | 280,000 | 725,000    | 130,000 |           | 20,000    | 50,000    | 2,580,000       | 954,948        | 3,534,948  |
| 6/30/26     | 445,000  |         | 200,000 | 670,000   | 295,000 | 750,000    | 130,000 |           | 25,000    | 50,000    | 2,565,000       | 923,832        | 3,488,832  |
| 6/30/27     |          |         | 220,000 | 675,000   | 255,000 | 565,000    | 130,000 |           | 25,000    | 50,000    | 1,920,000       | 846,828        | 2,766,828  |
| 6/30/28     |          |         | 210,000 | 140,000   |         | 590,000    | 130,000 | 445,000   | 25,000    | 50,000    | 1,590,000       | 786,162        | 2,376,162  |
| 6/30/29     |          |         |         | 140,000   |         | 610,000    | 130,000 | 455,000   | 25,000    | 740,000   | 2,100,000       | 739,147        | 2,839,147  |
| 6/30/30     |          |         |         |           |         | 635,000    | 135,000 | 465,000   | 235,000   | 740,000   | 2,210,000       | 669,074        | 2,879,074  |
| 6/30/31     |          |         |         |           |         | 635,000    | 135,000 | 475,000   | 235,000   | 740,000   | 2,220,000       | 595,206        | 2,815,206  |
| 6/30/32     |          |         |         |           |         | 655,000    |         | 480,000   | 235,000   | 740,000   | 2,110,000       | 521,004        | 2,631,004  |
| 6/30/33     |          |         |         |           |         | 665,000    |         | 490,000   | 235,000   | 740,000   | 2,130,000       | 448,236        | 2,578,236  |
| 6/30/34     |          |         |         |           |         | 600,000    |         | 500,000   | 235,000   | 740,000   | 2,075,000       | 374,869        | 2,449,869  |
| 6/30/35     |          |         |         |           |         | 625,000    |         | 510,000   | 235,000   | 740,000   | 2,110,000       | 303,902        | 2,413,902  |
| 6/30/36     |          |         |         |           |         | 650,000    |         | 520,000   | 235,000   | 740,000   | 2,145,000       | 231,735        | 2,376,735  |
| 6/30/37     |          |         |         |           |         | 670,000    |         | 530,000   | 235,000   | 740,000   | 2,175,000       | 164,867        | 2,339,867  |
| 6/30/38     |          |         |         |           |         | 690,000    |         | 545,000   |           |           | 1,235,000       | 97,200         | 1,332,200  |
| 6/30/39     |          |         |         |           |         | 710,000    |         | 555,000   |           |           | 1,265,000       | 65,600         | 1,330,600  |
| 6/30/40     |          |         |         |           |         | 730,000    |         | 565,000   |           |           | 1,295,000       | 33,200         | 1,328,200  |
| Totals:     | 625,000  | 375,000 | 780,000 | 2,295,000 | 830,000 | 10,505,000 | 920,000 | 6,535,000 | 2,000,000 | 6,860,000 | 31,725,000      | 7,755,809      | 39,480,809 |

- (1) Source: the Issuer
- (2) Preliminary, subject to change



**General Obligation Debt Subject to Abatement (1)**

The City has previously issued general obligation bonds and notes, a portion of which are paid from sources other than ad-valorem property taxes. Presented below is a table that illustrates the principal and interest payments on debt subject to abatement and the abatement source, by issue and fiscal year:

| Fiscal Year    | A                  |                   | B                 |                  |                  | Westgate         | Total<br>Principal | Total<br>Interest | Total<br>P&I      |
|----------------|--------------------|-------------------|-------------------|------------------|------------------|------------------|--------------------|-------------------|-------------------|
|                | Landfill<br>4/1/19 | Hwy 34<br>2/16/21 | Airport<br>4/1/19 | Sewer<br>5/14/20 | LOST<br>5/14/20  |                  |                    |                   |                   |
| 6/30/24        | 135,000            | 125,000           | 190,000           | 268,232          | 386,326          | 280,442          | 1,385,000          | 482,291           | 1,867,291         |
| 6/30/25        | 135,000            | 130,000           | 190,000           | 271,375          | 158,899          | 294,727          | 1,180,000          | 434,429           | 1,614,429         |
| 6/30/26        | 135,000            | 130,000           | 200,000           | 278,153          | 166,465          | 305,382          | 1,215,000          | 394,639           | 1,609,639         |
| 6/30/27        | 135,000            | 130,000           | 155,000           | 80,817           | 172,140          | 312,043          | 985,000            | 353,419           | 1,338,419         |
| 6/30/28        | 140,000            | 130,000           |                   | 84,369           | 179,707          | 325,924          | 860,000            | 320,676           | 1,180,676         |
| 6/30/29        | 140,000            | 130,000           |                   | 87,034           | 185,382          | 337,584          | 880,000            | 291,225           | 1,171,225         |
| 6/30/30        |                    | 135,000           |                   | 90,586           | 192,948          | 351,465          | 770,000            | 260,636           | 1,030,636         |
| 6/30/31        |                    | 135,000           |                   | 95,027           | 202,407          | 337,567          | 770,000            | 233,036           | 1,003,036         |
| 6/30/32        |                    |                   |                   | 98,579           | 209,973          | 346,448          | 655,000            | 205,300           | 860,300           |
| 6/30/33        |                    |                   |                   | 102,131          | 217,540          | 345,329          | 665,000            | 179,100           | 844,100           |
| 6/30/34        |                    |                   |                   | 106,572          | 226,998          | 266,430          | 600,000            | 152,500           | 752,500           |
| 6/30/35        |                    |                   |                   | 111,012          | 236,456          | 277,531          | 625,000            | 128,500           | 753,500           |
| 6/30/36        |                    |                   |                   | 115,453          | 245,915          | 288,632          | 650,000            | 103,500           | 753,500           |
| 6/30/37        |                    |                   |                   | 119,005          | 253,481          | 297,513          | 670,000            | 84,000            | 754,000           |
| 6/30/38        |                    |                   |                   | 122,558          | 261,048          | 306,394          | 690,000            | 63,900            | 753,900           |
| 6/30/39        |                    |                   |                   | 126,110          | 268,615          | 315,275          | 710,000            | 43,200            | 753,200           |
| 6/30/40        |                    |                   |                   | 129,663          | 276,181          | 324,156          | 730,000            | 21,900            | 751,900           |
| <b>Totals:</b> | <b>820,000</b>     | <b>1,045,000</b>  | <b>735,000</b>    | <b>2,286,676</b> | <b>3,840,482</b> | <b>5,312,842</b> | <b>14,040,000</b>  | <b>3,752,251</b>  | <b>17,792,251</b> |

(1) Source: the Issuer

**Debt Limit (1) (2) (5)**

The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by the constitutional debt limit, which is an amount equal to 5% of the actual value of property within the corporate limits, taken from the last County Tax list. The Issuer's debt limit, based upon said valuation, amounts to the following:

|                                     |               |               |
|-------------------------------------|---------------|---------------|
|                                     | FY25          | FY24          |
| Actual Valuation:                   | 1,422,722,019 | 1,185,180,116 |
| X                                   | 5%            | 5%            |
| Statutory Debt Limit:               | 71,136,101    | 59,259,006    |
| Total General Obligation Bond Debt: |               |               |
| Total Lease Purchases:              |               |               |
| Total Loan Agreements:              |               |               |
| Capital Leases:                     |               |               |
| Total Debt Subject to Limit:        |               |               |
| Percentage of Debt Limit Obligated: |               |               |

**Overlapping & Underlying Debt (1) (2) (3)**

Presented below is a listing of the overlapping and underlying debt for Issuers within the District and the amount applicable to the Issuer:

| <u>Taxing Authority</u> | <u>Total<br/>GO Debt<br/>Outstanding</u> | <u>Taxable<br/>Valuation<br/>(x \$1,000)</u> | <u>Valuation<br/>Within Issuer<br/>(x \$1,000)</u> | <u>Percentage<br/>Applicable</u> | <u>Amount<br/>Applicable</u> |
|-------------------------|--|--|--|----------------------------------|------------------------------|
| OTTUMWA CSD             | 0  | 930,948,773                                  | 684,918,948  | 73.57%                           | 0                            |
| WAPELLO COUNTY          | 695,368                                  | 1,376,331,203                                | 684,918,948  | 49.76%                           | 346,044                      |
| Indian Hills CC         | 29,365,000                               | 7,291,126,830                                | 684,918,948  | 9.39%                            | 2,758,510                    |
| Great Prairie AEA       | 0  | 12,381,492,951                               | 684,918,948  | 5.53%                            | 0                            |
| Total:                  |  |  |  |                                  | 3,104,553                    |

**FINANCIAL SUMMARY (1) (2) (3) (4) (5)**

|   |               |
|---|---------------|
| Actual Value of Property                      | 1,422,722,019 |
| Taxable Value of Property                     | 735,653,821   |
| Direct General Obligation Debt:               |               |
| Less Self Supporting Debt                     |               |
| Net Direct General Obligation Debt            |               |
| Overlapping Debt:                             |               |
| Direct & Overlapping General Obligation Debt: |               |
| Population, 2020 US Census:                   |               |
| Direct Debt per Capita:                       |               |
| Total Debt per Capita:                        |               |
| Direct Debt to Taxable Valuation:             |               |
| Total Debt to Taxable Valuation:              |               |
| Direct Debt to Actual Valuation:              |               |
| Total Debt to Actual Valuation:               |               |
| Actual Valuation per Capita:                  |               |
| Taxable Valuation per Capita:                 |               |

- (1) Property Valuation Source: Iowa Department of Management
- (2) Debt outstanding for overlapping entities source: Iowa State Treasurer
- (3) Overlapping debt source: EMMA.MSRB.ORG; Treasurer, State of Iowa; Individual issuer financial statements
- (4) Population Source: U.S. Census
- (5) Preliminary, subject to change

**APPENDIX B – FORM OF LEGAL OPINIONS**

**APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE**



# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jun 18, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 143-2024 - Approving an Agreement with Greater Ottumwa Partners In Progress (GOPIP) for Provision of Economic Development Services

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 143-2024

DISCUSSION: Previously the City contracted with the Ottumwa Economic Development Corporation (OEDC) for support with economic development services on behalf of the City. In 2022 the City and GOPIP revised the contract to define a basic level of service as well as special projects. With the pending expiration of the current obligations and the continued desire to have GOPIP provide support related to economic development, city staff is requesting approval of a successor agreement (attached for reference). The total contract award for FY23 and FY24 was \$60,000. This is the same amount budgeted for FY25 and requested in the revised Agreement.

Source of Funds: General Fund

Budgeted Item:  Budget Amendment Needed:

**RESOLUTION NO. 143-2024**

**RESOLUTION APPROVING AN AGREEMENT WITH  
GREATER OTTUMWA PARTNERS IN PROGRESS FOR  
PROVISION OF ECONOMIC DEVELOPMENT SERVICES**

**WHEREAS**, the City of Ottumwa has been receiving economic development services from Greater Ottumwa Partners In Progress (GOPIP); and

**WHEREAS**, the current agreement related to financial support terminates on June 30, 2024; and

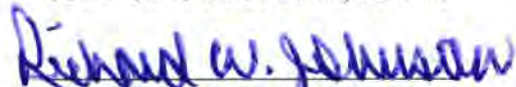
**WHEREAS**, the City desires to continue the relationship for economic development services provided by GOPIP.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and GOPIP be 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 Agreement.

APPROVED, PASSED AND ADOPTED, this 18<sup>th</sup> day of June, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**GREATER OTTUMWA PARTNERS IN PROGRESS  
AGREEMENT WITH THE CITY OF OTTUMWA**

This Agreement is made and entered into by and between the City of Ottumwa, Iowa, an Iowa municipal corporation (the "City") and Greater Ottumwa Partners in Progress, an Iowa non-profit corporation ("GOPIP").

WITNESSETH:

WHEREAS, GOPIP was created as an economic development catalyst, the volunteer members of which are citizens, unions, businesses and organizations who invest in the corporation; and

WHEREAS, the City and GOPIP desire to promote continued economic development within the community, and seek to promote economic development by retaining existing industry and attracting new business and industry to the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

WHEREAS, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and GOPIP believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which GOPIP is being assisted, under the terms and conditions set forth herein.

IT IS AGREED AS FOLLOWS:

1. **TERM.** The term of this Agreement shall commence upon execution by both parties and continue through June 30, 2025.
2. **REPORTS.** GOPIP agrees to submit a report to the City Council quarterly of each of the quarters during the term of this Agreement, commencing October 1, 2024.
3. **SCOPE OF SERVICES.** In addition to the routine services provided for under the general membership of the corporation, GOPIP shall serve as the Economic Development Coordinator for the City. GOPIP shall complete core economic development services ("Economic Development Services"), consistent with the goals of the City and to be performed at the discretion of GOPIP staff with oversight from the GOPIP Board of Directors. The Economic Development Services to be provided by GOPIP to the City include, but are not limited to:
  - a. Recruitment efforts that will enhance and facilitate capital accumulation within the City. Said recruitment efforts may encompass trade shows,

- conferences & seminars, cold calls, and directed marking to potential businesses of an industrial nature.
- b. Business retention activities within the City. This may consist of personal site visits to site selectors, existing manufacturing enterprises to ascertain the tools GOPIP can utilize to answer, to the best of its ability regulatory issues, address issues of importance, or navigate financial assistance for qualifying programs.
  - c. Assisting existing industry in expansions or relocation within the City and aggressively pursuing qualified leads and/or Requests For Information (RFI's) for commercial and industrial prospects.
  - d. Cooperating with state government, economic development agencies and regional planning commissions in attracting commercial and industrial enterprises to the City or region.
  - e. Acquiring and/or holding real estate for future development, transfer, or resale. This may include the construction or renovation of properties.
  - f. Coordinating and collaborating with the activities of companion organizations (i.e., Main Street Ottumwa and Meet Ottumwa) and other volunteers of GOPIP. This would include activities such as fundraising, marketing, business assistance, education, promotion, and community events.
  - g. Advising the City concerning programs and initiatives to promote future economic development in the City, including programs to most effectively retain existing business, attract new, or expand existing, commercial and industrial businesses in the City.
  - h. Ensuring availability of high-quality sites and buildings for existing companies wanting to expand and new businesses seeking to locate.
  - i. Executing an enhanced sales and marketing plan to attract new business opportunities within targeted industries to the Greater Ottumwa region.
  - j. Representing the City at state and regional conferences dealing with subjects that are relevant to the City's economic development efforts.
  - k. Executing high-value communications and education to enhance regional stakeholders' understanding of the Economic Development team's mission and accomplishments.
  - l. Coordinating and sharing information with the City Administrator (or their designee) to ensure timely communication, cooperation, and a seamless transfer for development and expansion of business and industry.
  - m. Provide quarterly presentations at a meeting of the City Council regarding the activities and successes of GOPIP<sup>1</sup>. Share other relevant data such as the annual budget, audit, and strategic plans for GOPIP upon request.
  - n. Facilitate various legislative forums and informational sessions for the general community and act as the legislative advocate for represented businesses within the Ottumwa region.

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<sup>1</sup> It is understood that some prospective businesses may not want a public announcement to be made of an inquiry or request for information and it is agreed that GOPIP shall be considered to be in compliance with this Agreement if specific inquiries are not disclosed publicly as part of such presentations until disclosure is authorized by the prospective or existing business or industry.





Development Services performed pursuant to this Agreement will produce results desired by the City.

- 10. INDEMNIFICATION AND INSURANCE.** GOPIP shall provide adequate coverage to insure its operations. Further, GOPIP shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not limited to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of GOPIP, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors. To the extent permitted by law, the City shall hold harmless GOPIP and its officials, officers, directors, employees and agents from any and all claims, suits, and actions growing out of or connected with the performance of this Agreement, except to the extent related to neglect or misconduct of GOPIP, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
- 11. CONFLICT OF INTEREST.** GOPIP shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use. No City employee may be hired or paid with funds derived directly or indirectly through this Agreement.
- 12. RIGHT OF FIRST REFUSAL.** By the nature of this Agreement GOPIP is primarily serving the City of Ottumwa. As such, development opportunities and RFI's should be discussed with the City Administrator or their designee to determine availability and best fit within the City of Ottumwa prior to researching areas within the Greater Ottumwa region. Once it has been determined that a project would not work within the City for any one of a variety of reasons, GOPIP staff may identify suitable locations within neighboring communities.
- 13. GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.
- 14. REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently delivered if made in writing and sent by first class mail or personal service to:

**FOR THE CITY**

City of Ottumwa  
Attn: City Administrator  
105 East Third Street  
Ottumwa, IA 52501

**FOR GOPIP**

Greater Ottumwa Partners in Progress  
Attn: Executive Director  
217 East Main Street  
Ottumwa, IA 52501

- 15. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, if no default under this Agreement has occurred, the City agrees to pay GOPIP a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then GOPIP shall return to the City the prorated portion of the advance payment for services not rendered before the termination.

**16. POSSESSION, USE AND DISCLOSURE OF INFORMATION.**

- a. GOPIP acknowledges that during the engagement, staff will have access to and become acquainted with information, records and specifications owned by the City or used by the City in connection with the operation of its affairs including, without limitation, the City's processes, methods and procedures. GOPIP shall not cause or permit to be divulged to any person, corporation or other entity information gained by GOPIP staff in the performance of the Economic Development Services for the City, unless such information has been independently released to the public by the City. GOPIP requests the same courtesy regarding information disclosed by its staff to the City of Ottumwa, subject to the requirements of Iowa Code Chapter 22 (the "Open Records Law").
- b. The City shall provide notice to GOPIP of any request received by the City under the Open Records Law that may concern or include documents or information provided by GOPIP related to this Agreement. Following such notification to the GOPIP, the City shall allow at least ten (10) calendar days prior to responding to such request, within which period GOPIP may file an action in Wapello County District Court seeking the entry of a declaratory order or injunction to protect and keep confidential such documents or information that GOPIP believes should be confidential and excluded from disclosure under the Open Records Law. Absent such action and the entry of a court order declaring a portion or portions of the information confidential, the documents responsive to the Open Records Law request will be released by the City for examination to the extent required by Iowa Code Chapter 22. GOPIP shall indemnify the City for any fines, attorney's fees and court costs the City may incur or that may be awarded against the City as a result of complying with the GOPIP's request for confidentiality.
- c. All files, records, documents, information, letters, notes, media lists, original artwork, creative, notebooks, and similar items relating to the business of the City, whether prepared by GOPIP or otherwise coming into GOPIP's possession, shall remain the exclusive property of the City. Upon termination of this Agreement, or whenever requested by the City, GOPIP shall immediately deliver to the City all such files, records, documents, information, and other items in the possession of or under the control of GOPIP.


**17. SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.

**18. AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and GOPIP.

**19. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

**20. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

CITY OF OTTUMWA

  
MAYOR

ATTEST:

  
CITY CLERK

Dated this 18 day of June, 2024

GREATER OTTUMWA  
PARTNERS IN PROGRESS

  
PRESIDENT

  
TREASURER or VICE PRESIDENT

Dated this 17 day of July, 2024



## **Appendix A: Metrics/Deliverables**

- 1) By 9/30/24 substantially complete identity art district along Church Street corridor.
- 2) By 12/31/24 complete Business Retention and Expansion (BRE) visits with Wapello County major employers.
- 3) By 12/31/24 complete the recertification process with Iowa Economic Development Authority for Helgerson Flats Industrial Site.
- 4) By 3/31/25 have comprehensive plan for future development of 312 E Alta Vista (St. Joseph).
- 5) By 3/31/25 complete a quality of life/lifestyle video for the City of Ottumwa at its own cost.
- 6) Other special projects as agreed by City and GOPIP.
- 7) Increase number of new investors by 5% by the end of the fiscal year.
- 8) Retain a minimum of 93% GOPIP investors.

**received**  
613-24 1015

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jun 18, 2024


Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Resolution 144-2024 Fourth Amendment to Amended and Substituted Lease By and Between the City of Ottumwa and National Railroad Passenger Corporation a/k/a Amtrak

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 144-2024

DISCUSSION: On July 5, 2022, the council adopted Resolution 183-2022 regarding the purchase of the depot from Iowa Heartland History Connection and subsequently Resolution 190-2022, which absorbed the lease with Amtrak. Last October the city moved City Hall into the building for a temporary basis. Since that time Amtrak has requested the use of additional space for its conductors and would like to denote the space shared by both entities. The attached Resolution to the purchase agreement identifies these revisions.

Source of Funds:

Budgeted Item:



Budget Amendment Needed: No

**RESOLUTION NO. 144-2024**

**RESOLUTION AUTHORIZING FOURTH AMENDMENT TO AMENDED AND  
SUBSTITUTED LEASE BY AND BETWEEN THE CITY OF OTTUMWA AND  
NATIONAL RAILROAD PASSENGER CORPORATION A/K/A AMTRAK**

**WHEREAS**, on July 19, 2022 the City Council of the City of Ottumwa, Iowa passed and adopted Resolution 190-2022, which included “approving and authorizing execution of an Assignment and Assumption of Lease Agreement with National Railroad Passenger Corporation from the Wapello County Historical Society; and

**WHEREAS**, National Railroad Passenger Corporation is requesting revision to the current amended and substituted lease; and

**WHEREAS**, there have been three previous amendments to the lease agreement; and

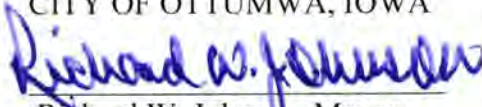
**WHEREAS**, these revisions have been drafted into the “fourth amendment” which has been reviewed by staff and the city attorney.

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

That the City Council of the City of Ottumwa approve the Fourth Amendment to the Amended and Substituted Lease between the City of Ottumwa and National Railroad Passenger Corporation a/k/a Amtrak.

That the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 18<sup>th</sup> day of June, 2024.

CITY OF OTTUMWA, IOWA  
  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**FOURTH AMENDMENT**  
**to**  
**AMENDED and SUBSTITUTED LEASE**  
**dated April 9, 1997**  
**(Ottumwa, Iowa)**

This Fourth Amendment to Amended and Substituted Lease dated April 9, 1997 (“Fourth Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Ottumwa, Iowa (“LESSOR”) and National Railroad Passenger Corporation (“AMTRAK”), referred to collectively as the “Parties.”

**WHEREAS**, the Wapello County Historical Society, Inc., an Iowa non-profit corporation (hereinafter “WCHS”) was the owner of certain real property located at 210 West Main Street, Ottumwa, IA, which property is commonly known as the Ottumwa Station (the “Station”) as delineated on the site plan attached hereto and incorporated herein as **Exhibit A** (“Site Plan”); and

**WHEREAS**, WCHS and AMTRAK did enter into a certain Amended and Substituted Lease (“Original Lease”) dated April 9, 1997, to be effective April 6, 1997, whereby AMTRAK leased a portion of the Station for its rail passengers; and

**WHEREAS**, WCHS and AMTRAK did subsequently enter into three (3) modifications of the Original Lease dated on or about March 7, 2007, November 8, 2011 and April 6, 2017, respectively (the Original Lease, as amended, shall be referred to as the “Lease”); and

**WHEREAS**, on or about October 28, 2022, WCHS sold the Property to the City of Ottumwa, Iowa and in connection therewith, assigned the Lease to the City of Ottumwa, IA effective October 28, 2022; and

**WHEREAS**, AMTRAK currently leases space in the Station for use as a ticket counter, waiting room, and baggage storage; and

**WHEREAS**, AMTRAK desires to lease additional space in the Station for use by its rail passenger crew; and

**WHEREAS**, LESSOR desires to utilize a portion of the first floor and the entire second floor of the Station as temporary office space during the renovation of the Ottumwa City Hall offices; and

**WHEREAS**, the Parties desire to execute this Fourth Amendment in order to modify the Lease to incorporate these modifications.

**NOW THEREFORE**, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:



A. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this Fourth Amendment shall have the same meaning as in the Lease.

B. Effective July 1, 2024 (“Space Change Date”), Paragraph 1 (Location) is deleted in its entirety and therein substituted thereto, the following new Paragraph 1:

**1. Premises.**

a. LESSOR hereby leases to AMTRAK and AMTRAK hereby leases from LESSOR, for the Term, and pursuant to the terms and conditions set forth herein, rentable interior space in the Station as follows: a ticket counter consisting of approximately 340 square feet; offices consisting of approximately 270 square feet and exclusive use of Storage Closet F - a small storage closet under the stairs (the “**Leased Premises**”) as delineated on the site plan attached hereto and incorporated herein as **Exhibit B** (“**Leased Premises Plan**”).

b. LESSOR also hereby grants to AMTRAK its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR and all others designated by LESSOR for the use of the common areas and common facilities in the Station and on the land on which the Station is located. The Station and the land on which it is located, and the “**Common Areas**” (as defined below) are collectively referred to herein as the “**Property**”. Common areas include sidewalks, plazas, parking areas, driveways, hallways, stairways, elevators, public bathrooms, loading docks (if any), common entrances, lobbies, platforms (to the extent owned by LESSOR), other public portions of the Property and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises (“**Common Areas**”).

c. LESSOR shall provide AMTRAK with keys to the Station to open and close the waiting room for its rail passengers.

C. Paragraph 5 (Compliance with Laws) is modified to add the following:

The Parties agree to comply with all applicable laws, ordinances, rules, regulations, and requirements now existing or hereafter created in its respective use, ownership and maintenance of the Premises, Station and Property.

D. Paragraph 11 (Maintenance and Repairs) shall be amended to add the following:

LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station and all fixtures, equipment, components and systems that are a part of the Station or necessary to and for the operation of the Station and AMTRAK’s use and occupancy of its Premises, including structural and roof repairs and maintenance and exterior landscaping, snow and ice removal, paving and maintenance.

a. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its

ownership, operation and maintenance of the Station before delinquency.

b. LESSOR shall provide at its expense:

(i) Heating, ventilation and air conditioning (HVAC) for the Station, including the Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station at commercially reasonable levels. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Premises.

(ii) Janitorial services to the Property;

(iii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises or Common Areas;

(iv) Electricity to the Premises in quantities necessary for AMTRAK's purposes and use permitted hereunder;

(v) Replacement of lighting tubes, lamp ballasts, starters and bulbs;

(vi) Extermination and pest control as often as may be deemed necessary in the exercise of prudent management practices, and in no event less than semi-annually. To the greatest extent possible, such work shall be performed at times other than when passenger train and bus operations are scheduled;

(vii) Maintenance, cleaning and upkeep of Common Areas in a first-class manner;

c. AMTRAK shall be responsible for the maintenance and repair of any trade fixtures, equipment or other personal property of AMTRAK located on or within the Premises and charges for any services for AMTRAK's sole use and benefit arranged for by AMTRAK separately from the services provided by or to be provided by LESSOR under this Lease.

d. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 11, and such failure continues for more than ten (10) consecutive days after notice from AMTRAK of such failure, AMTRAK may provide any such maintenance, repairs and services or arrange for the provision of any such maintenance, repairs and services only if the estimated cost is less than Two Thousand Five Hundred Dollars (\$2,500.00) per occurrence. In the event such repairs exceed \$2,500.00, AMTRAK will advise LESSOR prior to performing the

work. In the event AMTRAK provides any such maintenance, repairs, or services, LESSOR shall reimburse AMTRAK for the cost of same within forty-five (45) days of notice from AMTRAK for such payment. Upon request of LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

E. Paragraph 14 (Notices) is deleted in its entirety and therein substituted thereto, the following Paragraph 14:

14. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LESSOR:  
CITY OF OTTUMWA  
105 East Third Street  
Ottumwa, IA 52501  
Attn: City Administrator

AMTRAK:  
NATIONAL RAILROAD PASSENGER  
CORPORATION  
2955 Market Street  
Philadelphia, PA 19104  
Attn: Senior Director, Real Estate

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

F. Paragraph 17 (Other Provisions) is hereby renumbered to be Paragraph 20.

G. New Paragraph 17 (Access and Emergency Contacts) shall be added as follows:

17. Access and Emergency Contacts.

LESSOR shall provide AMTRAK with keys to all entrances/exits and to the Leased Premises. LESSOR shall provide emergency contact(s) for HVAC, plumbing, heating and utilities in the event AMTRAK is unable to contact the designated building manager. LESSOR shall be responsible for locking all entrances/exits upon the close of LESSOR's business and ensuring that no person remains in the building or the Leased Premises without authorization.

H. Effective as of the Space Change Date, new Paragraph 18 (Parking) shall be added as follows:

18. PARKING

AMTRAK shall have the exclusive right to use, free of charge, four (4) designated reserved parking spaces in the parking area located at the Property as shown on Exhibit C ("Parking"), attached hereto and made a part hereof.

I. New Paragraph 19 (AMTRAK Improvements) shall be added as follows:

19. AMTRAK Improvements.

AMTRAK is presently improving the platform adjacent to LESSOR's property. LESSOR shall provide AMTRAK and its contractors access to LESSOR's property at the time the improvements are to be made.

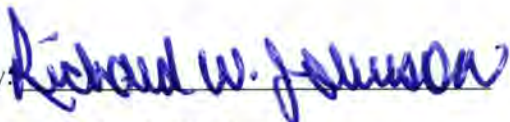
J. Non-Waiver. Except as expressly amended hereby, the Lease shall remain unmodified and in full force and effect. The term "Lease" shall mean the Lease as amended hereby, and as the parties may amend it from time to time.

**IN WITNESS THEREOF,** the undersigned, intending to be legally bound hereby, have executed this Fourth Amendment to the Lease as of the day and year first written above.

[SIGNATURES ON FOLLOWING PAGE]



**LESSOR:**  
**CITY OF OTTUMWA, IOWA**

By: 

Name: Richard W. Johnson

Title: Mayor, City of Ottumwa

**AMTRAK:**  
**NATIONAL RAILROAD PASSENGER**  
**CORPORATION**

By: \_\_\_\_\_

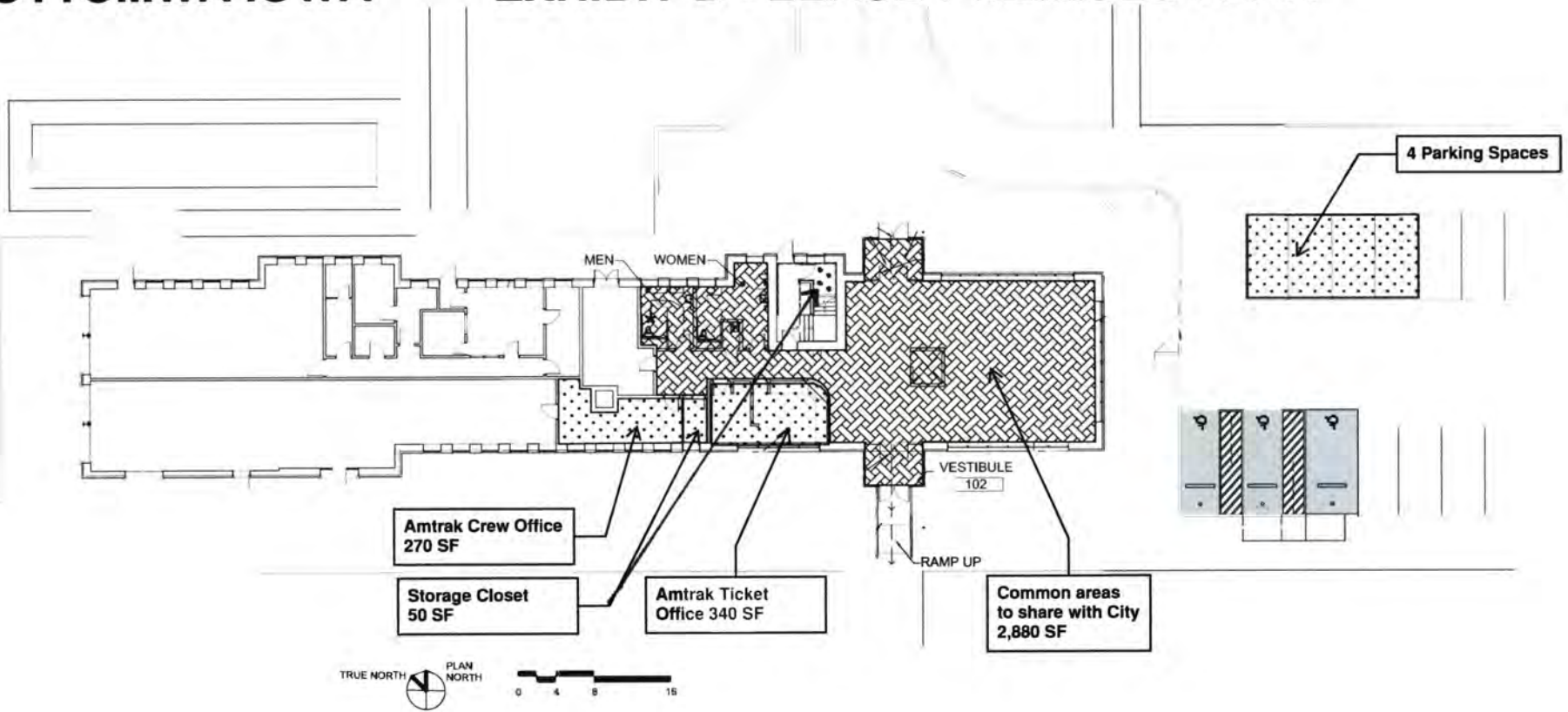
Louis Wolfowitz

VP, Real Estate & Commercial Development



# OTTUMWA IOWA

# EXHIBIT B - LEASE PREMISES PLAN



Office of Chief Engineer  
STRUCTURES

National Railroad Passenger Corporation  
30th Street Station, Philadelphia, Pennsylvania 19104

| Approved | Date |
|----------|------|
|          |      |
|          |      |
|          |      |
|          |      |

**EXHIBIT C  
PARKING**



Four (4) Amtrak parking spaces in **RED**.



received  
6-13-24 1015A

Item No. I.-7.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jun 18, 2024

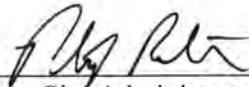
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 145-2024 - Approving Fireworks Display Agreement with J&M Displays, Inc for Fireworks Show During RAGBRAI

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 145-2024

**DISCUSSION:**

The last time the City was an overnight stop for RAGBRAI, the City provided the fireworks display for the event. The City has a relationship with J&M Displays who provides the fireworks for the Fourth of July display and has been asked to contribute the fireworks for RAGBRAI again this year. We are expecting an influx of 15,000 or more visitors to the City during this event. This increased traffic for the event is expected to have a positive economic impact on the vendors and service providers in the community. In addition to the one to two day impact, the event presents an opportunity to highlight the community and encourage return visitors.

Source of Funds: General Fund - Admin

Budgeted Item:

Budget Amendment Needed: Yes

**RESOLUTION NO. 145-2024**

**RESOLUTION APPROVING FIREWORKS DISPLAY AGREEMENT WITH  
J&M DISPLAYS, INC FOR FIREWORKS SHOW DURING RAGBRAI**

**WHEREAS**, the Des Moines Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI) will visit the City of Ottumwa for an overnight stay on July 25, 2024; and

**WHEREAS**, the RAGBRAI event will bring 15,000 – 25,000 visitors to the community, including 11,000 bicyclists; and

**WHEREAS**, the City believes these visitors will purchase goods and services from Ottumwa businesses during their stay, thereby creating an economic impact in the community; and

**WHEREAS**, the City provided the fireworks display for RAGBRAI the last time the City hosted and has again been requested to provide fireworks following the live entertainment; and

**WHEREAS**, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

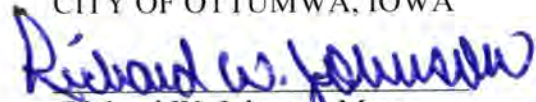
**WHEREAS**, the Council hereby FINDS that the fireworks display promotes a public purpose, namely encouraging visitors to remain in the community during the RAGBRAI event, which will support and promote local businesses in Ottumwa.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and J&M Displays, Inc. be 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 Agreement.

APPROVED, PASSED AND ADOPTED, this 18<sup>th</sup> day of June, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk





Ragbrai

WORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>24</sup>, by and between J&M Displays, Inc., an Iowa corporation, having its principal placed of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Ottumwa \_\_\_\_\_, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 10,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 25th, 20<sup>24</sup> at approximately ~~9:30~~ 11:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
  - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
  - ii. Protection of the display area by roping off or similar facility;
  - iii. Adequate police or security protection to prevent spectators from entering the display area; and
  - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ \_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$ 10,000.00 shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2 %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ 10,000.00 in full by May 15th, 2024 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ 10,000.00 in full by June 25th, 2024 (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional  5%  10%  15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of \_\_\_\_\_ or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that



may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

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

ROLE: \_\_\_\_\_

J&M Displays, Inc.

BY: Richard A. Johnson

ROLE: Mayor

ENTITY: City of Ottumwa

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jun 18, 2024

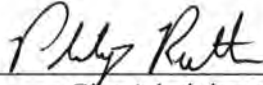
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 147-2024 - Approving an Agreement with McMahon Associates, Inc. for Professional Consulting Services

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 147-2024

**DISCUSSION:**

With the retirement of Fire Chief Miller in September of 2023, the position has not been filled in a permanent capacity. The City has attempted to fill the position on two occasions. The first time resulted in one eligible candidate who was offered the position and turned it down. The second time resulted in one applicant who was not certified under the civil service procedure. Since the first failed attempt to fill the position I have been looking for alternative support to assist with the administrative functions of the role. One of these options was a retired fire chief who reviewed the opportunity and expressed the task bigger than one person could take on. Another option that was explored was the use of a company which



specializes in the management of public safety and municipal entities. Attached to this document is a proposal for Professional Consulting Services for the fire department. The company would assign a team of professionals who have experience in the fire and emergency services area. They would be on site 4-5 days per month and available for consultation and support outside of those days.

The team would work with fire officers, city administration, and outside agencies as needed to review current practices and make recommendations related to required trainings, compliance with legal guidelines and standards, equipment, standard operating guidelines and policies, general operations, and EMS coordination. They work with current staff and DO NOT take command at any scene or incident. The company would provide support and guidance on the administrative side of the job and may prepare staff to be ready and able to take on the position the next time the job is posted for hire and/or assure the outside agencies that the City of Ottumwa of its support for the fire department and its future operation.



**RESOLUTION NO. 147-2024**

**RESOLUTION APPROVING AN AGREEMENT WITH  
MCMAHON ASSOCIATES, INC FOR  
PROFESSIONAL CONSULTING SERVICES**

**WHEREAS**, the City of Ottumwa has been operating without a full time fire chief since the retirement of Tony Miller; and

**WHEREAS**, the City has attempted on two separate occasions to fill the role and has been unsuccessful on both occasions, the first attempt resulting in a candidate turning down an offer and the most recent attempt receiving only one applicant; and

**WHEREAS**, McMahon Associates, Inc. has a Public Safety & Municipal Management component of their company which can provide support and counsel to the Interim Fire Chief, the Department, and the City; and

**WHEREAS**, the City has identified a need for Fire Management Counsel by professionals who can provide administrative support while evaluating and making recommendations related to the operating policies and procedures, equipment, training, and compliance of the fire department; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and McMahon Associates Inc. be 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 Agreement.

APPROVED, PASSED AND ADOPTED, this 18<sup>th</sup> day of June, 2024.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

ATTEST:

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



PUBLIC SAFETY &  
MUNICIPAL MANAGEMENT

Proposal  
For Professional  
Consulting Services

## Fire Management Counsel

Prepared for The



WAPELLO COUNTY | IOWA

February 12, 2024

Prepared By

Kevin Kloehn, Public Safety Specialist

Jeffrey R. Roemer, Public Safety Manager

**McMAHON**  
ENGINEERS ARCHITECTS

## Fire Management Counsel

Prepared for The



Prepared By  
McMahon Associates, Inc. | NEENAH, WISCONSIN  
February 12, 2024

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February 12, 2024

City of Ottumwa  
Attn: Philip Rath, City Administrator  
105 E. Third Street  
Ottumwa, IA 52501

Dear Mr. Rath,

We are pleased to submit a proposal for Fire Management Counsel for the City of Ottumwa. Our teams' passion for Public Safety and working with Fire Management provides the basis for our interest in submitting this proposal. The McMahon Associates, Inc. (McMahon) team of consultants will not only meet your expectations, but also have extensive Fire Management experience.

McMahon's Public Safety and Municipal Management Group is a national and international consulting firm whose focus is on public sector consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Administration.

Our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public safety operations experience.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-751-4200 ext. 403 or by email at [kkloehn@mcmgrp.com](mailto:kkloehn@mcmgrp.com). We look forward to working with you on this important project!

Respectfully,  
McMahon Associates, Inc.

Kevin Kloehn  
Public Safety Specialist

Jeffrey R. Roemer  
Public Safety Manager

JRR:kmh

McMahon provides public management consulting that provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.



Our approach to this project requires a clear understanding of the current Fire Departments organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

### **Client Input**

To provide Fire Management Counsel and make specific recommendations, it is critical that we receive quality information from officials, and staff. Accordingly, our approach includes regular meetings with the City Administrator and Fire Chief, along with associated agencies that would have valuable information to communicate to the Service.

### **Practical Recommendations**

Our goal is to provide our client with realistic recommendations for the administration and management of the fire department. These recommendations need to be practical and based on sound practical standards and legal considerations.

### **Project Management**

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with the City and Fire Department Administration.

### **Department Meetings**

Initial meetings will be held with the City and Fire Administration and/or Fire Officers, to review the duties and responsibilities of McMahon during the term of this project.

### **Management Team**

The management team will consist of the McMahon project team, primarily Kevin Kloehn, and the City Administrator, the Fire Chief and his Officers. This team will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan, which will be utilized to complete the project.

### **Availability**

The McMahon project manager will be on-site an average of four to five days per month and will provide the ability for direct communications with the Fire Chief and City Administrator daily.

### **Administration**

The management team will manage the project direction, revisions of department operations, coordination of agencies and resource needs.

### **Training**

The management team will develop a department-wide training plan, which will outline training responsibility and provide adequate training for all department personnel on related changes to the Department based on the recommendations.

### **Compliance**

The management team will review all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards. McMahon will also assist with coordinating corporate and public legal assistance if needed.

### **Equipment and Maintenance**

The management team will review current equipment, maintenance procedures and provide recommendations for any changes based on the resource recommendations.

### **Standard Operating Guidelines**

The Project Manager will also provide guidance and assistance with the implementation and training of any changes to the department standard operating guidelines and response plans.

## **External Contacts**

The Project Manager will assist with external fire departments, dispatch and related agencies as needed.

## **Reporting**

A management summary report will be provided to the City Administrator monthly. This report will outline the project team and department activities and actions that have taken place during this project.

## **Emergency Scene Operations**

The management team will review current incident scene practices and uniformity and develop and refine related standard operating guidelines to assure adherence to safety standards, best tactical practices, and uniformity throughout the Department, based on the recommendations. McMahon personnel will not be in a position to take command at the scene of any incident.

## **EMS Coordination**

The Project Manager would also be available to assist with EMS coordination as needed by the Department.



### **Project Fee**

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Fire Management Counsel as follows:

*Time & Expense estimated at: \$10,000 - \$13,000 per month*

Upon acceptance of this Proposal, McMahon will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated November 10, 2024, which will be incorporated into the Agreement for reference.

Invoices will be sent every month based on the previous months' time and expenses.

### **Project Schedule**

McMahon has the staff available to begin this project immediately upon award. Based on our prior experience in projects similar in nature, it is estimated that it will take approximately five to eight (5-8) months to complete. This timeline is contingent upon the compliance issues that need to be worked on. There will be weekly communications with the City Administration and regular review of project hours and prioritizing of objectives.



Personnel assigned to this project are selected from McMahon Associates, Inc. (McMahon). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources ensure that the client receives the best possible combination of professional attention.

**Kevin K. Kloehn – Public Safety Specialist**

Kevin will serve as Project Manager. Kevin has over 31 years of experience in the Fire, Emergency Medical, and Emergency Management field. He recently retired as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department in which he consolidated two (2) Fire Departments within a Community. Kevin has experience on two (2) major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters.

**Kevin I. Bierce – Senior Public Safety Specialist**

Chief Bierce has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions including Assistant Chief, Division Chief of Prevention, Captain, and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

**Robert C. Whitaker – Senior Public Safety Specialist**

Robert will assist the Project Team and has over 25 years of experience in the fire, emergency medical and emergency management field. He currently works as a Fire Chief/Administrator of a consolidated fire department in Wisconsin. Before his position as Fire Chief/Administrator, he worked as a Deputy Chief of Administration, Battalion Chief and Training Chief. Robert has worked as a consultant on a variety of public sector management projects, including multiple projects on fire service consolidation and shared service initiatives.

#### Gerald W. Kudek – Public Safety Specialist II

Gerald is an experienced and dedicated public safety professional with over 38 years of experience in the fire service. Starting as a paid-on-call firefighter, he advanced to a full-time career and has served in every aspect of the fire department, from firefighter/EMT, Motor Pump Operator, Lieutenant in charge of Training, Battalion Chief, and to his last 10 years as Fire Chief. His strong leadership and relationship building skills were key as the department gained City Council approval of 9 new firefighter positions (without grant or referendum), as well as moving forward with new station construction and a station remodel. His areas of expertise include fiscal responsibility, problem solving, and innovative thinking.

#### Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMahon. He is a certified public manager and has been providing full-time public safety management consulting for the last 24 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

RIPON AREA FIRE DISTRICT  
**Strategic Planning & Org Analysis and Fire Management Counsel**  
Ellen Sorenson  
515 Aspen Street,  
Ripon, WI 54971  
920-745-2262

CITY OF MAUSTON  
**Fire Management Counsel**  
Mauston Police and Fire Commission  
Brian McGuire, Chairman  
[btmcguire77@gmail.com](mailto:btmcguire77@gmail.com)  
303 Mansion Street  
Mauston, WI 53948  
608-548-3035

HOLMEN FIRE DISTRICT  
**Fire Department Sustainability and Fire Management Counsel**  
Patrick Barlow, Fire Board President  
[barlow@holmenwi.com](mailto:barlow@holmenwi.com)  
710 South Main Street,  
Holmen, WI 54636  
608-526-9363

CITY OF BARABOO, WI  
**Fire Dept. Organizational & Consolidation Feasibility Study**  
Edward Geick, City Administrator  
101 South Blvd  
Baraboo, WI 53913  
608-355-2715

CITY OF DE PERE, WI  
**Fire Dept. Organizational & Consolidation Feasibility Analysis and Interim Fire Chief Services**  
Larry Delo, City Administrator  
335 S. Broadway  
De Pere, WI 54115  
920-339-4044

VILLAGE OF GERMANTOWN

**Fire Management Counsel Services**

Steven Kreklow, Village Administrator

[skreklow@germantownwi.gov](mailto:skreklow@germantownwi.gov)

N112W1701 Mequon Road

Germantown, WI 53022

262-250-4775

CITY OF GREEN BAY

**Interim Fire Chief Services**

Eric Genrich, Mayor

100 N. Jefferson Street

Green Bay, WI 54301

920-448-3000

VILLAGE OF JOHNSON CREEK

**Interim Fire Chief Services and Fire Management Counsel**

Sam Bell, Village Clerk

[samb@johnsoncreekwi.org](mailto:samb@johnsoncreekwi.org)

125 Depot Street

Johnson Creek, WI 53038

920-699-2296