



TENATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 10  
Council Chambers, City Hall

April 18, 2023  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Hull, Pope, Roe, Galloway, McAntire and Mayor Johnson.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 9 on April 4, 2023 as presented.
2. Civil Service Commission Eligibility Lists for April 5, 2023: WPCF Maintenance Technician Entrance and Communication Specialist Entrance.
3. Resolution No. 63-2023, approving the City's Wellness Program – Healthy Choice\$ Services Agreement to be provided by the Ottumwa Regional Health Center, term to end on May 23, 2024.
4. Beer and/or liquor applications for: Casey's General Store #1678, 346 Richmond; Casey's General Store #1886, 504 W. Mary Street; Casey's General Store #7, 1001 E. Main Street; Casey's General Store #2208, 1603 W. Second St.; Walgreens #1301, 327 W. Fourth Street; 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 proposed adoption of the 2023/2024 Annual Budget for the City of Ottumwa, Iowa.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 49-2023, adopting the 2023/2024 Fiscal Year Annual Budget for the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 49-2023.

2. This is the time, place and date set for a public hearing on the disposition of City owned property located at 601 North Wapello to Maria Reyes.
  - A. Open the public hearing.
  - B. Close the public hearing.

- C. Resolution No. 51-2023, accepting the offer and approving the sale of 601 North Wapello, Wapello County, Iowa to Maria Reyes for the sum of \$10,500.

RECOMMENDATION: Pass and adopt Resolution No. 51-2023.

- 3. This is the time, place and date set for a public hearing on the disposition of City owned property located at 701 West Fourth Street to Maria Reyes.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 53-2023, accepting the offer and approving the sale of 701 West Fourth Street, Wapello County, Iowa to Maria Reyes for the sum of \$5,500.

RECOMMENDATION: Pass and adopt Resolution No. 53-2023.

- 4. This is the time, place and date set for a public hearing on the proposal to enter into a Development Agreement with Asbury Manager LLC.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 64-2023, approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and Asbury Manager LLC.

RECOMMENDATION: Pass and adopt Resolution No. 64-2023.

- 5. This is the time, place and date set for a public hearing on the disposition of City owned property located at 226 South Ward Street to Mahaska Communications Group.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 65-2023, accepting the offer and approving the disposal of City owned property located at 226 South Ward to Mahaska Communications Group for the sum of \$500 in order to build enclosure for fiber build.

RECOMMENDATION: Pass and adopt Resolution No. 65-2023.

- 6. This is the time, place and date set for a public hearing on the disposition of City owned property located at 328 South Ward Street.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 66-2023, accepting the offer and approving the disposal of City owned property located at 328 South Ward to Rippling Waters for the sum of \$125 in order to build a single family dwelling.

RECOMMENDATION: Pass and adopt Resolution No. 66-2023.

G. ORDINANCES:

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

1. Campground Sewer Dump Fee Increase

RECOMMENDATION: Approve the increase in the Sewer Dump Fee for the Ottumwa Park Campground, from \$3 to \$5.

2. Replacement of a Load-Out Pump for WPCF.

RECOMMENDATION: Approve the replacement of Hydromatic 60RDP pump for the WPCF in the amount of \$11,205.

3. Rochester Station Fairbanks vertical solids handling pump replacement for WPCF.

RECOMMENDATION: Approve the Rochester Station Fairbanks pump replacement for WPCF in the amount of \$14,498.

I. RESOLUTIONS:

1. Resolution No. 70-2023, awarding the contract for Ottumwa Campground Parking Lot & RV Dump Station to RG Construction, Inc. of Ottumwa, Iowa, in the amount of \$117,500.

RECOMMENDATION: Pass and adopt Resolution No. 70-2023.

2. Resolution No. 71-2023, approving the Agreement between the City of Ottumwa and Calhoun-Burns and Associates, Inc. for Professional Engineering Services to conduct the 2023 and 2024 Biennial Bridge Inspections.

RECOMMENDATION: Pass and adopt Resolution No. 71-2023.

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 4/14/2023 TIME: 8:30 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 #10 to be held on  
4/18/2023 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 3025  
DEPT. ID 4717  
PGS. 4  
TX INCOMPLETE -----  
TRANSACTION OK 916416847834  
916606271885  
916416823269  
ERROR 916416828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



[ CITY OF ]  
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\*\*\* TX REPORT \*\*\*  
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JOB NO.	3025	
DEPT. ID	4717	
ST. TIME	04/14 08:25	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
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# Item No. B.-1.

## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 9  
Council Chambers, City Hall

April 4, 2023  
5:30 O'Clock P.M.

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

Present were Council Member McAntire, Hull, Pope, Roe, Galloway and Mayor Johnson.

McAntire moved, seconded by Galloway to approve consent agenda items: Mins. from Regular Mtg. No. 7 on March 21, 2023 and Special Mtg. No. 8 on March 28, 2023 as presented; Ack. Jan. financial stmts. and pymt. of bills as submitted by Finance Dept.; Recommend appointment of Himar Hernandez to Brd. of Library Trustees, term to exp. 7/1/2025 due to a vacancy and re-appointment of Kim Hellige to Parks Adv. Brd., term to exp. 4/19/2028; Civil Service Comm. Eligibility Lists for March 22, 2023: Police Officer Entrance & WPCF Operator Entrance; Approve Salvage Dealer's License renewals for Alter Metal Recycling, 404 N. Forrest Ave.; Paulos Used Cars, 430 N. Forrest Ave.; Rosenman's Inc., 902 E. Main St.; Res. No. 48-2023, setting April 18, 2023 as date of public hearing on Proposed Adoption of FY 23/24 Annual Budget for City of Ottumwa; Res. No. 50-2023, setting April 18, 2023 as date of public hearing on disposition of City owned property 601 N. Wapello; Res. No. 52-2023, setting April 18, 2023 as date of public hearing on disposition of City owned property 701 W. Fourth; Res. No. 58-2023, setting April 18, 2023 as date of a public hearing on Proposal to enter into Development Agt. with Asbury Manager, LLC; Res. No. 59-2023, setting April 18, 2023 as date of public hearing on disposition of City owned property 226 S. Ward; Res. No. 60-2023, setting April 18, 2023 as date of a public hearing on disposition of City owned property 328 S. Ward; Beer and/or liquor applications for: Las Palmas Bar & Grill, 321 E. Second.; Norte Starr LLC, 219 Fox Sauk Rd., with OSA; For the Love of Paint by Good Shepard Creations, 324 E. Main; all applications pending final inspections. All ayes.

Roe moved, seconded by Galloway to approve the agenda as presented. All ayes.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Mr. Richard Gaumer requested to speak on Item I-9.

Galloway moved, seconded by Pope to approve labor and installation costs assoc. with Third St. Parking Lot Dumpster enclosure. PW Dir. Seals reported installation of dumpster enclosure totaled \$7,885.85 and was funded from the Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID) fund balance. All ayes.

Roe moved, seconded by Hull to approve replacement of flow monitor equip. for WPCF totaling \$6,483. All ayes.

Hull moved, seconded by McAntire to auth. assignment of Biosolids Hauling Contract for WPCF to Ecosystems, Inc. for remainder of the contract through July 29, 2024. Seals reported hauling rates will not change because of this assignment. All ayes.

HR Dir. Codjoe provided update concerning the wage & benefit survey being conducted by Gallagher for the City of Ottumwa.

Hull moved, seconded by Roe that Res. No. 38-2023, awarding contract for Green St. Sewer Improvements Project – Group A, to J & K Contracting LLC, of Urbandale, IA, in the amt. \$1,655,000, be passed and adopted. Seals reported one bid rec'd; total amt. budgeted for project \$1,700,000. All ayes.

Roe moved, seconded by Pope that Res. No. 39-2023, awarding contract for Green St. Sewer Improvements Project – Group B, to DC Concrete & Construction LLC, of Douds, IA, in the amt. \$185,760, be passed and adopted. Seals reported one bid rec'd; total amt. budgeted for project (combined with Group A) \$1,700,000. All ayes.

Hull moved, seconded by McAntire that Res. No. 46-2023, awarding contract for asbestos abatement and demo of 530 W. Fourth to Weston McKee of Fairfield, IA for \$21,000 (abatement) and \$17,450 (demo), be passed and adopted. This was originally recommended by staff to be rejected during mtg. held March 21, 2023, but council voted to award to 2<sup>nd</sup> best bid. Motion Carried 4-1. Ayes: McAntire, Hull, Pope, Galloway. Nays: Roe.

Hull moved, seconded by McAntire that Res. No. 47-2023, awarding contract for asbestos abatement and demo of 734 Center St. to Env. Edge of Ottumwa, IA for \$18,400 (abatement) and \$18,000 (demo), be passed and adopted. This was originally recommended by staff to be rejected during mtg. held March 21, 2023, but council voted to award to 2<sup>nd</sup> best bid. Motion carried 4-1. Ayes: McAntire, Hull, Pope, Galloway. Nays: Roe.

Roe moved, seconded by Galloway that Res. No. 54-2023, est. fees for Planning Dept. Services, be passed and adopted. Comm. Dev. Dir. Simonson reported this raises cost of fence permit from \$35 to \$50 and est. a fee for cert. of zoning compliance. All ayes.

McAntire moved, seconded by Pope that Res. No. 55-2023, approving CO No. 1 for Blake's Branch Sewer Separation Ph. 8, Div. 1, E. of Iowa Ave. Project and rescinding Res. No. 40-2023, be passed and adopted. Seals reported a scrivener's error on Res. No. 40-2023 with contract amt. incorrectly stated. CO No. 1 increases contract by \$6,000; new contract sum \$3,149,755. All ayes.

Galloway moved, seconded by McAntire that Res. No. 56-2023, auth. execution of and directing service of notices under IA Code Section 447.9 related to Tax Sale Cert. held by the City of Ottumwa, be passed and adopted. Simonson reported this action allows the City Attorney to execute required notices regarding expiration of the right of redemption related to Tax Sale Cert. for properties acquired by the City. All ayes.

Roe moved, seconded by Pope that Res. No. 57-2023, approving amendment to Agt. between City and Shive-Hattery to add services to prepare perm. easements and acquisition plats for Albia Rd., Quincy Ave. Roundabout, be passed and adopted. All ayes.

Roe moved, seconded by Galloway that Res. No. 61-2023, approving and auth. Execution of Second Amendment to DA by and Between the City and Ottumwa Hospitality, LLC, be passed and adopted. City Admin. Rath reported original Agt. for Private Development was entered Sept. 21, 2021 and subsequently amended by First Amendment dated Feb. 24, 2022. Second Amendment clarifies language contained within DA and does not increase the contribution or revised any other terms of the Agt. between the Developer and the City. Richard Gaumer, one of the investors of the project, stated he was there to answer any questions on this item. All ayes.

Roe moved, seconded by Galloway that Res. No. 62-2023, facilitating purchase of a new 2017 CAT Off-Road Dump Truck, from Altorfer CAT in Cedar Rapids, IA, in the amt. of \$290,600 for Landfill Operations, be passed and adopted. Simonson reported Solid Waste Comm. auth. this purchase at their mtg. held 3/27/2023; this action aligns with our purchasing policy identified in our City Code. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. There

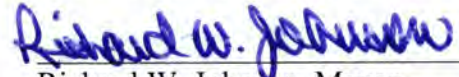


were none.

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

Adjournment was at 6:10 P.M.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 4/13/2023.

**OTTUMWA CIVIL SERVICE COMMISSION**

**WPCF – Maintenance Tech  
Entrance Eligibility List**

1. Bruce Hopkins

Certified April 5, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

# **OTTUMWA CIVIL SERVICE COMMISSION**

## **COMMUNICATION SPECIALIST – Entrance Eligibility List**

1. Shayleigh Dunham
2. Ellie Jo Cloyed
3. Ciara Jones
4. Iori DePaz

Certified April 5, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

**received**  
4-4-23 8:00AM

**revised**

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

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

Council Meeting of: Apr 18, 2023

Administration  
Department

Barbara Codjoe

Prepared By

Barbara Codjoe *bc*

Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #63-2023 - Approve the City's Wellness Program - Healthy Choices Services Agreement

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #33-2023 - Authorizing the Mayor to sign contract with Ottumwa Regional Health Center

DISCUSSION: See attached

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Healthy Choices is the City's Basic Wellness Program to help catch potentially serious illnesses and help employees make lifestyle changes that could ultimately reduce future health claims.

The Employee Health Fund will pay the cost of the program for all employees and their spouses. The costs for this program and the contract is the same as years prior.

The estimated costs to the City is as follows:

\*Employees - 80@\$70.00 each = \$5,600

\*Spouses - 40@\$70.00 each = \$2,800

\*Flu Shots - 150@\$25 each = \$3,750

This program is charged to account 860-6-665-6412 and confirmed with Finance that funds are available.

In 2022, we had 55 total participants. This is up compared to 2021 (50 participants). We had 42 employees and 13 spouses. We surveyed staff last year after the program to identify what we could do better or offer to get more participation. Those comments are attached. The overwhelming feeling is that the employees would like to continue this program. We will change back to one central location and will make more of an effort to get the program out to all employees.

Steps:

1) Employee / Spouse will complete a Health Risk Assessment prior to Wellness Lab Screen.

2) An individual employee / spouse assessment and lab results will be reviewed with the nurse.

Goals for the next year will be established if applicable.

3) After the assessments are completed, the corporate summary will be analyzed and returned with recommendations.

**RESOLUTION NO. 63-2023**

**RESOLUTION APPROVING HEALTHY CHOICES  
2023 WELLNESS PROGRAM AGREEMENT WITH  
THE OTTUMWA REGIONAL HEALTH CENTER**

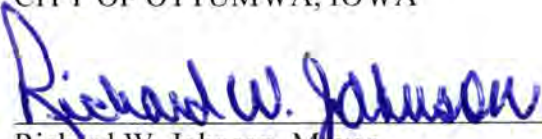
**WHEREAS**, the City of Ottumwa, Iowa desires to approve a Healthy Choices 2023 Wellness Program Agreement with the Ottumwa Regional Health Center to provide wellness testing and guidance to all employees and their spouses.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ottumwa, Iowa, that the proposed Healthy Choices Agreement between the City of Ottumwa, Iowa and the Ottumwa Regional Health Center is hereby approved.



That Mayor Richard W. Johnson is hereby authorized to sign said Agreement on behalf of the City of Ottumwa, Iowa.

APPROVED, PASSED AND ADOPTED, this 18<sup>th</sup> day of April, 2023.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**AMENDMENT TO  
HEALTHY CHOICES SERVICES AGREEMENT**

This Amendment to the Healthy Choices Services Agreement (the "Amendment") is made and entered into and effective as of the last signature hereto by and between **RCHP-Ottumwa, LLC d/b/a Ottumwa Reginal Health Center**, (the "Hospital") and **City of Ottumwa** (the "Employer").

**RECITALS:**

**WHEREAS**, the parties entered into that certain Agreement dated May 24, 2017 and Amendments dated June 19, 2018, July 2, 2019, May 19, 2020, May 18, 2021 and April 5, 2022 (the "Agreement"), the parties now desire to amend the Agreement under the same terms and conditions for an additional time period as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contain, and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term. The parties agree to extend the term of the Agreement for an additional one-year period to end on May 23, 2024, unless terminated sooner in accordance with the terms of the Agreement

2. Remaining Terms. All other terms, conditions and provisions of the Agreement shall remain in full force and effect and are otherwise ratified and affirmed by this Amendment.

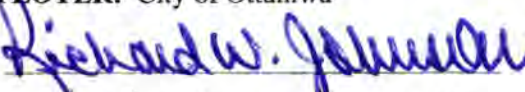
IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below their signatures to be effective as of the last signature date

**HOSPITAL:** RCHP-Ottumwa, LLC d/b/a Ottumwa  
Regional Health Center

By:   
William Kiefer, CEO

Date: 5/23/23

**EMPLOYER:** City of Ottumwa

By: 

Name: Richard W. Johnson

Title: Mayor

Date: 4.18.2023

## KNOW YOUR NUMBERS...IMPROVE YOUR HEALTH!

As a City of Ottumwa employee, you have the opportunity to participate in a **FREE** Wellness Screening. You can participate and receive valuable health and wellness information at no cost! Spouses are included as well.

### Screening Dates:

**TUESDAY JUNE 6<sup>th</sup> 7:00AM – 8:00AM (CITY HALL)**

**WEDNESDAY JUNE 7<sup>th</sup> 7:00AM – 8:00AM (CITY HALL)**

**THURSDAY JUNE 8<sup>th</sup> 7:00AM – 8:00AM (CITY HALL)**

**SCREENINGS WILL BE HELD AT CITY HALL ROOM 108**

**\*\*THIS IS A FASTING BLOOD TEST\*\***

*Can have water/decaf coffee; diabetics fast 8 hours*

*May take morning meds that do not require food*

**Please call Katy King at 641-683-0600 for an appointment. Appointments take approximately 15 minutes.**

**Need to have appointments booked no later than Friday May 26th**

### Components of the Wellness Screening:

- Blood Chemistry Profile (22 different tests) – **Requires a 10-12 hour fast (8 hour for diabetics)** Participant is encourage to stay well hydrated with water only.
  - Total Cholesterol
  - HDL Cholesterol
  - LDL Cholesterol
  - Triglycerides
  - Glucose
  - Creatinine
  - BUN
  - Sodium
  - Potassium
  - Uric Acid
  - Calcium
  - Phosphorus
  - Protein, Total
  - Albumin
  - AST (SGOT)
  - ALT (SGPT)
  - GGT
  - Alkaline Phosphatase
  - Bilirubin, Total
  - UIBC
  - Ferritin
  - TSH
- Resting Blood Pressure, Body Mass Index (Height and Weight)
- Body Composition Analysis (Percent body fat and percent body lean)
- Health Risk Assessment (Online)

**Important Item to Note: The bloodwork panel provided in this screening is 100% FREE to the employee and spouse. If you were to have this bloodwork offered through the city's medical provider it wouldn't be 100% covered by insurance.**



**TWO OPTIONAL SCREENINGS AT THE COST OF THE EMPLOYEE**

- **PSA (prostate specific antigen) for men over 40-Must request test when scheduling appointment-Employee must pay for cost day of the screening-\$38.00 Checks only payable to ORHC.**
- **Red/White Blood Cell Count - \$25.00 – Employee must pay for this cost day of the screening, checks payable to ORHC.**

**Individual Follow Up Consultation with the nurse to obtain your screening results and set health goals. (To be scheduled at your screening time)**

**Follow-Up Dates At City Hall:**

<b>Wednesday June 28th</b>	<b>8 AM to 4 PM</b>
<b>Thursday June 29th</b>	<b>8 AM to 4 PM</b>
<b>Thursday June 30<sup>th</sup></b>	<b>7 AM to Noon</b>

**Assortment of Fruit/Rolls/Drinks will be available after your screening.**

**As another added bonus, employees may be added into a drawing to win four (4) bonus incentive hours!**

**Rules**

- 1) Employee must sign up prior to appointment.
- 2) Employee must make it to appointment and complete blood draw.
  - a. Employee not qualified if only spouse completes draw.
- 3) Names of employees that successfully complete rule 1 and 2 will be put into a drawing.

**Five (5) names will be drawn on Thursday June 16<sup>th</sup> at 9:30am (Department Head Meeting).**

- 4) Incentive hours must be taken prior to November 1, 2022.
- 5) Maximum carrying limit will be increased for the year up to November 1, 2022.

**If you have never signed up for this, now is the time to do it!  
And did we mention it's FREE!**

# Healthy Choices

An Employee Benefit Wellness Program

## Why did you not participate?

- had a physical a few months ago.
- I don't know what it is
- I do not feel that I need to participate in this program. I did participate for many years. As a result, I heard the same information every year and did not feel that I needed to continue participation.
- I go through my regular doctor
- I did not know anything about this program.
- Just had a full physical
- I have regular doctor appointments already.
- Recent blood test at doctor's office
- No excuse other than busy and forgot to sign up this year
- I really do not want to see the results.
- Was not aware of it.
- I guess I didn't know enough about it to fully engage myself into it or if I did know about see anything that about it that I felt would benefit me
- Forgot about it
- Recently had a complete physical with blood work.
- I just recently had a health screening with my doctor
- No idea what is offered and when it is offered.
- I know I should but, no joke, hesitate to go because I don't like having blood drawn!
- Get this data from my doctor, was busy those mornings
- Didn't feel like doing it this year. I will next year.
- I elect to go to my doctor for these types of things. Based on my weight alone (and I am perfectly healthy otherwise) I have had insurance companies weaponize that information before.
- I had my wellness done in April and recently applied for life insurance and had a wellness panel done. I'm going to let my doctor know of this to change what she orders for lab work.
- I see a doctor every 6 months and don't feel the need for the city to spend more money on testing things I have already been tested for
- I feel as though I am healthy and did not want to waste resources on me, when somebody else could benefit.
- Just didn't
- I forgot to sign up. I normally do it every year
- I have an appointment on 6/23 that they will do a complete blood work panel
- I don't have a good reason to not participate. I intend to in the future
- I doctor out of county

# Healthy Choices

*An Employee Benefit Wellness Program*

## Why do you participate?

- It's a good review of your health assessment without a doctor's appointment. Your doctor can also use your results if planned carefully to save a little money out of your pocket.
- To see history of health results every year.
- keep track of my blood work
- Opportunity
- because I want to be healthier. I will now be able to use these results as my starting point on my journey to get healthier.
- The preventative screenings offered and the convenience of it being held at work
- To help remain healthy
- Get blood work for no additional cost - set health baseline for upcoming year
- It is a good Wellness Program!
- I try to encourage co-workers to do this testing leading be example.
- To stay on top of health concerns
- Because I'm fat and I want to make sure that I am not going to kill over.
- Interested to find out how my health is.
- If I went to my doctor, there would be a cost for the blood work.
- Check my cholesterol, make sure there's nothing that needs to be addressed
- To monitor my health. Do I have any health concerns that need to be discussed with my doctor that I was not aware of.
- Gives me a way to check my wellness and at no cost.
- It is important to stay on top of your health. Free assessment and blood work are great.
- Easy to do
- No charge for extensive blood work
- I take my labs to my yearly physical with my primary care physician. They're more detailed than what he can have ordered.
- my health
- Insurance company charges for this if I have this done in doctor's office.
- So that I can know how healthy, if at all, I am.
- For the free lab work
- I like to keep track of those numbers. If there's a problem I want to catch it, so I can work on it.
- Easier than making a doctor appointment and wan to know cholesterol numbers
- To monitor the items be tested within the parameters of the screening; cholesterol, anemia, etc...

**received**  
4-13-23 1120A

Item No. F.-1.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 18, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 49-2023 - Adopting the Annual Budget for the Fiscal Year Ending June 30, 2024

\*\*\*\*\*



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

RECOMMENDATION:

- A. Open the public hearing.
- B. Presentation by city staff & receive comment(s), Call for written and oral objections.
- C. Close public hearing.
- D. Pass and adopt Resolution 49-2023

DISCUSSION:

This is to hold a public hearing for the purpose of receiving citizen comments prior to consideration of the attached resolution - 49-2023. If adopted, the City will decrease the city portion of the tax levy by almost two cents to a rate of \$21.20106 per thousand dollars of valuation.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

**RESOLUTION NO. 49-2023**

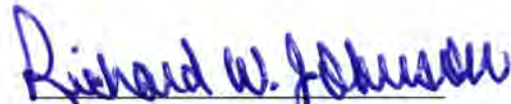
**A RESOLUTION ADOPTING THE ANNUAL BUDGET ESTIMATE  
FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

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

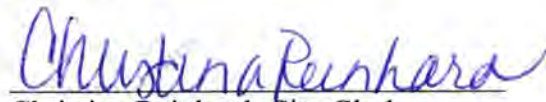
The annual budget for fiscal year ending June 30, 2024, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law and set up the books in accordance with the summary and details as adopted.

APPROVED, PASSED AND ADOPTED, this 18<sup>th</sup> day of April, 2023.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

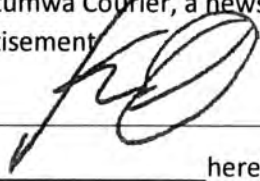
  
Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

Proposed Budget  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/8/23

Subscribed and sworn to before me, and in my presence, by the said 8th day of April, 2023




Notary Public

In and for Wapello County

Printer's fee \$130.83

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET			
Fiscal Year July 1, 2023 - June 30, 2024			
City of: OTTUMWA			
The City Council will conduct a public hearing on the proposed Budget at: Ottumwa City Hall - 105 E 3rd Street Meeting Date: 4/18/2023 Meeting Time: 05:30 PM			
At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.			
City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <a href="https://dom.iowa.gov/local-budget-appraisals">https://dom.iowa.gov/local-budget-appraisals</a> .			
The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.			
The estimated Total tax levy rate per \$1000 valuation on regular property			21.20106
The estimated tax levy rate per \$1000 valuation on Agricultural land is			3.00373
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.			
Phone Number (641) 683-0622		City Clerk/Finance Officer's NAME Wascem Nisar, Finance Director	
	Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1 13,459,893	14,519,370	14,569,288
Less: Uncollected Property Taxes-Levy-Year	2 10,000	0	0
<b>Net Current Property Taxes</b>	3 13,449,893	14,519,370	14,569,288
Delinquent Property Taxes	4 0	0	79,956
TIF Revenues	5 1,696,478	1,892,449	484,111
Other City Taxes	6 5,558,764	5,494,811	5,360,133
Licenses & Permits	7 316,500	387,056	0
Use of Money and Property	8 105,500	131,123	25,300
Intergovernmental	9 3,858,622	3,764,923	5,315,301
Charges for Fees & Service	10 16,028,603	16,005,500	14,121,286
Special Assessments	11 0	33,345	74,982
Miscellaneous	12 238,654	183,902	2,351,774
Other Financing Sources	13 0	45,000	6,699,151
Transfers In	14 16,228,399	12,419,297	14,309,892
<b>Total Revenues and Other Sources</b>	15 57,481,413	54,876,776	63,391,174
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	16 10,124,587	9,298,240	9,856,559
Public Works	17 9,284,432	8,603,304	7,754,192
Health and Social Services	18 713,593	488,285	701,745
Culture and Recreation	19 2,879,174	2,716,188	2,933,414
Community and Economic Development	20 1,333,121	1,398,280	543,100
General Government	21 2,236,297	1,834,534	1,835,413
Debt Service	22 7,649,703	4,747,360	3,750,576
Capital Projects	23 5,318,065	7,213,146	4,360,463
<b>Total Government Activities Expenditures</b>	24 39,538,972	36,299,337	31,735,462
Business Type / Enterprises	25 6,854,251	7,167,064	16,132,494
<b>Total ALL Expenditures</b>	26 46,393,223	43,466,401	47,867,956
Transfers Out	27 16,228,399	12,419,297	14,309,892
Total ALL Expenditures/Transfers Out	28 62,621,622	55,885,698	62,177,848
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29 -5,140,209	-1,008,922	1,213,326
Beginning Fund Balance July 1	30 34,945,005	35,953,927	34,740,601
<b>Ending Fund Balance June 30</b>	31 29,804,796	34,945,005	35,953,927



[ CITY OF ]

OTTUMWA

Budget 2023-2024

# Purpose of Budget

- Provide Resources to Meet Legal, Mandated & Statutory Obligations:
  - Public Safety
  - Building Inspections
  - Elections
- Matching Resources to Community Needs & Goals:
  - Parks System
  - Economic Development
  - Website

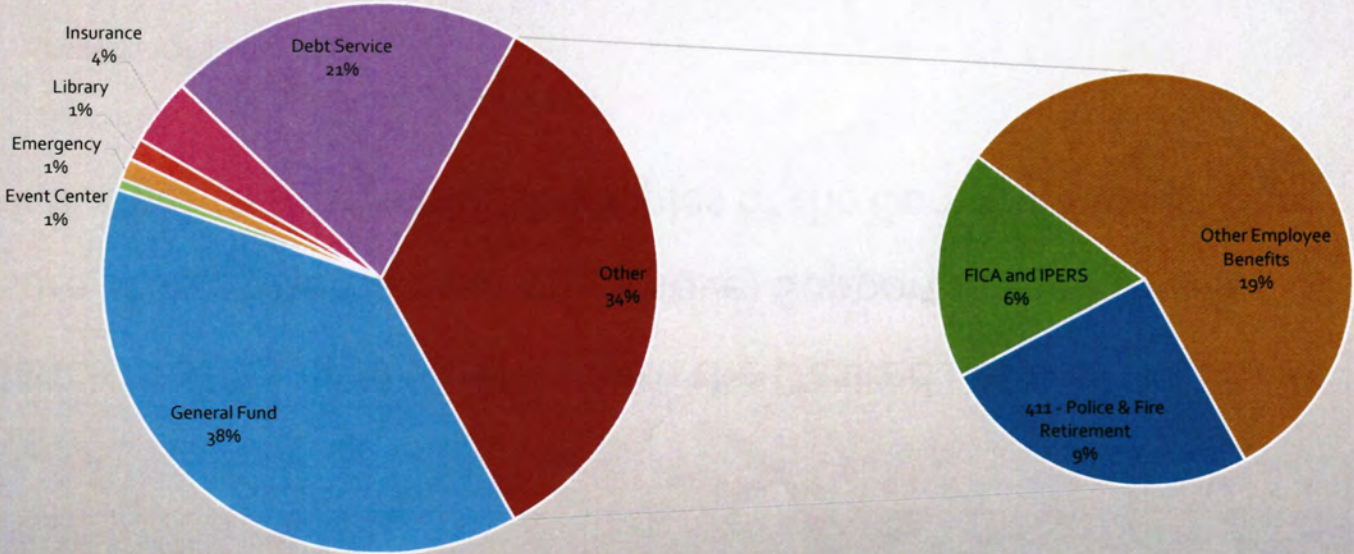


## Purpose of Budget (cont.)

- Balance the Required Services with the Desired Services
- Ensure Stable Internal (Administrative) Support in the Provision of Services
- Link Budget to the Guiding Principles of the Comprehensive Plan:
  - Housing
  - Quality of Life
  - Growth
  - Celebrating Diversity

# Levies Reported: Dept. of Management

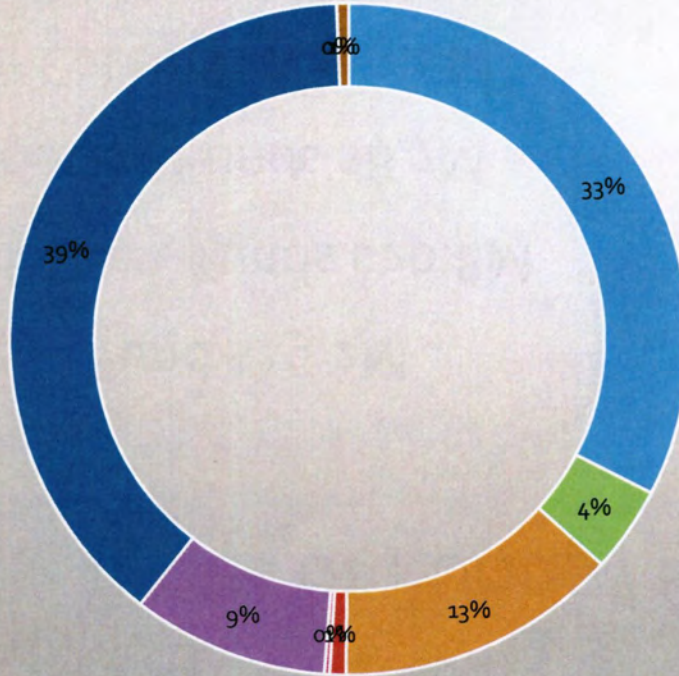
Levy as a Percentage of Total



## Types of Funds / Fund Accounting

- General Fund \$19.2M
- Special Rev. Funds \$20.8M
- Proprietary Funds \$8.7M
- Other Categories \$13.8M
  - TIF Special Revenue Funds
  - Debt Service Funds
  - Capital Projects Funds
  - Permanent Funds
- Total Budget (Including Internal Transfers):  
\$62,621,622

# Revenue: Percentage by Source



- GENERAL PROPERTY TAXES: 32.6%
- TIF REVENUES: 4.1%
- OTHER CITY TAXES: 13.4%
- LICENSES & PERMITS: 0.7%
- USE OF MONEY & PROPERTY: 0.3%
- INTERGOVERNMENTAL: 9.4%
- CHARGES FOR FEES & SERVICE: 38.9%
- SPECIAL ASSESSMENTS: 0%
- MISCELLANEOUS REVENUES: 0.6%

# Levy Comparison - YoY

	2022-2023		2023-2024	
	Levy	Amount	Levy	Amount
General Fund	8.10000	5,499,914	8.10000	5,214,105
Event Center	0.13500	91,665	0.13500	86,902
Emergency	0.27000	183,330	0.27000	173,803
Library	0.27000	183,330	0.27000	173,803
Insurance	0.75000	509,251	0.82936	<b>533,870</b>
Debt Service	4.29500	3,094,994	4.40160	<b>3,010,502</b>
Trust & Agency	7.40000	5,024,613	7.19509	4,631,598
Subtotal-Regular Levy	21.22000	14,587,098	<b>21.20105</b>	13,824,584
Ag-Land	3.00375	2,816	3.00375	2,893
<b>TOTAL PROPERTY TAXES</b>		<b>14,589,915</b>		<b>13,827,477</b>
<b>TAXABLE VALUATION</b>		2014 – 2015	606,360,046	
		2015 – 2016	599,918,072	
		2016 – 2017	628,367,444	
		2017 – 2018	645,181,816	
		2018 – 2019	597,316,736	
		2019 – 2020	613,484,444	
		2020 – 2021	613,813,137	
		2021 – 2022	625,003,890	
		2022 – 2023	679,001,735	
		2023 – 2024	<b>643,716,660</b>	
				-5.20%
<b>DEBT SERVICE VALUATION</b>		2022 – 2023	720,603,922	
		2023 – 2024	<b>683,955,811</b>	
<b>AG VALUATION</b>		2022 – 2023	937,656	
		2023 – 2024	<b>963,137</b>	

received  
4.13.23 12:15 p

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 18, 2023

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution No. 51-2023, a resolution accepting the bid and approving the sale of 601 N Wapello to Maria Reyes for the sum of \$10,500.00

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

RECOMMENDATION: Pass and adopt Resolution No. 51-2023

DISCUSSION: The City accepted bids on this property until 2:00 PM March 22, 2023. Four bids were submitted. Maria Reyes submitted the best bid in the amount of \$10,500.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 51 - 2023

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 601 N WAPELLO TO MARIA REYES FOR THE SUM OF \$10,500.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as HACKWORTH'S SUB OF GIL. LOT 19 City of Ottumwa, Wapello County, Iowa, also known as 601 N Wapello; and

WHEREAS, pursuant to Resolution No. 50 – 2023 approved, passed and adopted April 4, 2023 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

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

WHEREAS, the City received Four bids; and

WHEREAS, Maria Reyes submitted the best bid in the amount of \$10,500.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Maria Reyes, in the amount of \$10,500.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 18th day of April 2023.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**601 N WAPELLO**

<b>Bidder</b>	<b>Bid</b>
TWM Inc	\$1,000.00
Celia Fuentes	\$1,100.00
Yolonda Mendoza	\$3,500.00
Maria Reyes	\$10,500.00



**PURCHASE AGREEMENT BID FORM  
FOR  
601 N WAPELLO  
STREET, OTTUMWA, IOWA**

This proposal is for a City owned property located at **HACKWORTH'S SUB OF GIL. LOT 19 (601 N Wapello) City of Ottumwa, Wapello County, Iowa** legally known as 601 N Wapello Street. The property is located in an R-4 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:  
**A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal.** The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

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

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 10,500<sup>00</sup>

**TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY**

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

Maria Reyes

**NAME OF BIDDER (PRINTED)**

Maria Reyes

**TELEPHONE NUMBER**

641-799-2122

15471 Rockbluff Rd. Ottumwa

**MAILING ADDRESS**

03/22/23

**DATE**

Maria Reyes

**SIGNATURE**

**EMAIL ADDRESS**

Reyesmaria151978@gmail.com

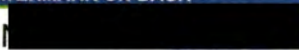
THIS DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS, CHEMICAL REACTANT STAINS, AND A WATERMARK ON BACK



Community 1st Credit Union

MAIN OFFICE:  
235 RICHMOND  
OTTUMWA, IOWA 52501  
866.360.5370

**CASHIER'S CHECK**



72-7572/2739

\*\*\* ONE THOUSAND FIFTY DOLLARS AND 00 CENTS \*\*\*

03/22/23

\$1,050.00

PAY  
TO THE  
ORDER  
OF

**EXACTLY** **1,050 Dollars 00 Cents**

\*CITY OF OTTUMWA\*

VOID AFTER 90 DAYS

*James M Hille*

AUTHORIZED SIGNATURE

MARIA REYES



Bid For:

601 N. WAPELLO

Maria Reyes



received  
3/22/23  
@ 10:29 am

...opening break and professional development days. A student survey was also held informally with the 7th, 8th, 9th, 10th & 11th graders after they had completed their ISASP testing. Staff was in favor of keeping the Spring break at 76.4% to 23.6% and for professional development days they were in favor of the Friday PD days at 59.1% over Monday PD days at 40.9%. Parents are in favor of keeping the Spring break with 66.7% in favor and 33.3% against. Regarding professional development days, parents were in favor of Friday PD days with 65.2% and Monday receiving 34.8% of the vote. Students that were surveyed were in favor of the Spring Break, but wanted to keep the professional development days on Monday. With the completion of Certified Staff negotiations, Subcommittees will be created to look more in depth at the possibility of changing the salary schedule for teachers so there is more equality in pay increases for all teachers, a committee to review the current supplemental salary schedule and supplemental positions and the last committee will be for the research into the need for a second agricultural teacher and/or advisor. Board members are to decide which committee they would like to be included on with no more than three board members to a committee. Other members of committees will be staff and administration. Superintendent Williamson then went over enrollment and a 5-year projection on finances. If the district continues to lose enrollment, some hard decisions might need to be made by SY27 or SY28. The board is also going to need to address minimum class size and protocol for when this happens. Board took a break at 7:22 p.m. Work session resumed at 7:25 p.m. The final topic for discussion at this work session was Capital Projects. There are numerous projects that need to be addressed, but the board decided to have the following projects go to bid for this fall: Roof repairs on all buildings, build a kitchen to the Blakesburg Elementary to elimi-

...liquor applications for: Las Palmas Bar & Grill, 321 E. Second.; Norte Starr LLC, 219 Fox Sauk Rd., with OSA; For the Love of Paint by Good Shepard Creations, 324 E. Main; all applications pending final inspections. All ayes. Roe moved, seconded by Galloway to approve the agenda as presented. All ayes. Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Mr. Richard Gaumer requested to speak on Item I-9. Galloway moved, seconded by Pope to approve labor and installation costs assoc. with Third St. Parking Lot Dumpster enclosure. PW Dir. Seals reported installation of dumpster enclosure totaled \$7,885.85 and was funded from the Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID) fund balance. All ayes. Roe moved, seconded by Hull to approve replacement of flow monitor equip. for WPCF totaling \$6,483. All ayes. Hull moved, seconded by McAntire to auth. assignment of Biosolids Hauling Contract for WPCF to Ecosystems, Inc. for remainder of the contract through July 29, 2024. Seals reported hauling rates will not change because of this assignment. All ayes. HR Dir. Codjoe provided update concerning the wage & benefit survey being conducted by Gallagher for the City of Ottumwa. Hull moved, seconded by Roe that Res. No. 38-2023, awarding contract for Green St. Sewer Improvements Project - Group A, to J & K Contracting LLC, of Urbandale, IA, in the amt. \$1,655,000, be passed and adopted. Seals reported one bid rec'd; total amt. budgeted for project \$1,700,000. All ayes. Roe moved, seconded by Pope that Res. No. 39-2023, awarding contract for Green St. Sewer Improvements Project - Group B, to DC Concrete & Construction LLC, of Douds, IA, in the amt. \$185,760, be passed and adopted. Seals reported one bid rec'd; total amt. budgeted for project (combined with Group A) \$1,700,000. All ayes. Hull moved, seconded by

Clerk  
**IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY COMMUNITY 1ST CREDIT UNION, Plaintiff, v. ESTATE OF PATRICK E. PARKER; ESTATE OF KRISTINE M. PARKER; PHILLIP PATRICK PARKER; LAURA PARKER; BRIAN CHAPIN; ALL UNKNOWN BENEFICIARIES, HEIRS, LEGATEES, OR DEVISEES OF PATRICK E. PARKER AND KRISTINE M. PARKER; STATE OF IOWA; IOWA DEPARTMENT OF REVENUE; IOWA DEPARTMENT OF HEALTH HUMAN SERVICES; INTERNAL REVENUE SERVICES; And PARTIES IN POSSESSION.**  
Defendants. Case No. EQEQ113635 ORIGINAL NOTICE BY PUBLICATION TO THE ABOVE-NAMED DEFENDANTS: You are notified that a petition has been filed in the office of the clerk of this court naming you as a defendant in this action, which petition prays for a judgment in rem against the property involved in this action for the sum of \$38,701.18 with interest at 5.3750% per annum from and including February 21, 2023, on the note executed by Patrick E. Parker and Kristine M. Parker and mortgage executed by Patrick E. Parker and Kristine M. Parker and conveyed to Plaintiff, who is the sole and absolute owner thereof. Said note, together with the mortgage given to secure the same are due and payable by reason of the failure of the Defendants Patrick E. Parker and Kristine M. Parker to pay the installments of principal when due. Plaintiff also prays in said Petition for the foreclosure of said mortgage dated November 29, 2018, and filed for record on November 29, 2018, at Book 2018, Page 5009 of the records of the Wapello County, Iowa Recorder. This action affects the real estate described as follows: Lot One Hundred Ninety-one (191) in the Dain Addition to the City of Ottumwa, Wapello County, Iowa, and also, asking that said mortgage be declared a prior and superior lien to that of each of the above-named

...a motion to close out Community First Account and move to South Ottumwa Savings Bank. Adam Pence seconded. Motion carried. Brad Hudson made a motion to update signature card with South Ottumwa Savings Bank and online information. Chad Farrington, Jason Bell, Jason Parmenter & Justin Rice as signers. Adam Pence seconded. Motion carried. Adam Pence made a motion to approve ammunition order. Bart Richmond seconded. Motion carried. Bart Richmond made a motion to apply for 2 debt/credit cards with South Ottumwa Savings Bank for Jason Bell & Justin Rice. Brad Hudson seconded. Motion carried. Brad Hudson made a motion to adjourn. Chad Farrington seconded. Motion carried. 10:55 a.m. (Minutes submitted by Karen Bumsted, April 6, 2023) Southeast Iowa Inter-Agency Drug Task Force Monthly Expenditures August-22 Alliant Energy 29.73 Central Square Technologies 374.99 CovertTrack Group 600.00 Walmart Credit Card 35.39 Loktronics Security Corp. 34.50 Mike's Tire & Alignment 40.00 Total Expenditures 1,114.61 Southeast Iowa Inter-Agency Drug Task Force Monthly Expenditures September-22 Alliant Energy 33.96 CTK (Registration) 900.00 LokTronics Security Corp. 34.50 Ottumwa Courier 24.91 Total Expenditures 993.37 Southeast Iowa Inter-Agency Drug Task Force Monthly Expenditures October-22 Alliant Energy 31.36 Capital One Credit Card (Walment SIM card) 35.51 LokTronics Security Corp. 268.50 Meals for CTK Training (Rice/Ritz) 160.00 Ottumwa Courier 17.04 Total Expenditures 12.41 Southeast Iowa Inter-Agency Drug Task Force Monthly Expenditures November-22 Alliant Energy 30.01 Bridge City Motors (Repairs on 06 Town & Country) 396.17 Bridge City Motors (Repairs on Chrysler van) 281.23 LokTronics Security Corp. 34.50 Meals for Basic Narcotic School (Ritz) 120.00 Ottumwa Police Department (white board) 1,228.00 Total Expenditures 2,089.91

...mately 0.02 mile. The total distance of this 69kV line is approximately 0.02 mile. A map showing the proposed route of the electric line may be obtained at no cost by calling (319) 297-6816 or by writing to ITC Midwest, LLC Attn: Jacob E. Shipp, 123 5th Street Southeast, Cedar Rapids, IA 52401. Orders issued and documents filed in this docket (Docket No. E-22542) may be viewed by searching under the docket number on the IUB's electronic filing system (EFS) at <http://efs.iowa.gov>. Objections to the granting of the franchise may be filed electronically using EFS or filed in writing with the IUB no later than 20 days after the date of the second publication of this notice. Instructions for submitting an electronic filing can be found on the EFS home page. Written objections must be mailed to the Iowa Utilities Board, 1375 East Court Avenue, Des Moines, IA 50319. The date of the first publication is April 13, 2023. The date of the second publication is April 20, 2023. IOWA UTILITIES BOARD BY: Jon Tack General Counsel Dated at Des Moines, Iowa, this 7th day of April, 2023.

**NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:** Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, April 18, 2023 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as HACKWORTH'S SUB OF GIL LOT 19 (601 N WAPELLO) City of Ottumwa, Wapello County, Iowa, also known as 601 N Wapello Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Jake Rusch, Zoning and Housing Coordinator

Dated at Des Moines, Iowa, this 7th day of April, 2023.  
**IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY IN THE MATTER OF THE THE ESTATE OF BETTY M. EVERETT, Deceased. Probate No. ESPR 008804 NOTICE OF PROBATE OF WILL, APPOINTMENT OF EXECUTOR AND NOTICE TO CREDITORS (CHAPTER 635 - SMALL ESTATE) To all persons interested in the estate of Betty M. Everett, deceased, who died on or about December 9, 2022: You are hereby notified that on March 29, 2023, the Last Will and Testament of Betty M. Everett, deceased, bearing the date of August 14, 2014, was admitted to probate in the above-named court and that LaBet J. Everett was appointed Executor of the estate. Any action to set aside the Will must be brought in the District Court of said county within the later to occur of four months from the date of the second publication of this Notice or one month from the date of mailing of this Notice to all heirs of the decedent and devisees under the Will whose identities are reasonably ascertainable, or thereafter be forever barred. Notice is hereby given that all persons indebted to the estate are requested to make immediate payment to the undersigned, and creditors having claims against the estate shall file them with the clerk of the above named district court, as provided by law, duly authenticated, for allowance, and unless so filed by the later to occur of four months from the second publication of this notice or one month from the date of the mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred. This estate is being administered as a small estate under Chapter 635 of the Iowa Code. Dated March 30, 2023. LaBet J. Everett, Executor 3130 SW 14th Street Des Moines, IA 50315 William S. Hochstetler Shuttleworth & Ingersoll, P.L.C. 115 Third Street S.E., Suite 500, P.O. Box 2107 Cedar Rapids, Iowa 52406-2107 ATTORNEYS FOR THE EXECUTOR Date of Second Publication: April 13, 2023.**

4-13-2023

received  
4-13-23 12:50p  
Item No. F.-3.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Apr 18, 2023

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution No. 53-2023, a resolution accepting the bid and approving the sale of 701 W Fourth to Maria Reyes for the sum of \$5,500.00

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

RECOMMENDATION: Pass and adopt Resolution No. 53-2023

DISCUSSION: The City accepted bids on this property until 2:00 PM March 22, 2023. Two bids were submitted. Maria Reyes submitted the best bid in the amount of \$5,500.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item:  Budget Amendment Needed:

RESOLUTION No. 53 - 2023

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 701 W FOURTH TO MARIA REYES FOR THE SUM OF \$5,500.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as MAJOR & DIBBLES ADD PT L25 & 26 CM INTER MCLEAN&4TH/NE49/NW 65/SW49/SE65-BG City of Ottumwa, Wapello County, Iowa, also known as 701 W Fourth; and

WHEREAS, pursuant to Resolution No. 52 – 2023 approved, passed and adopted April 4, 2023 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

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

WHEREAS, the City received two bids; and

WHEREAS, Maria Reyes submitted the best bid in the amount of \$5,500.00; and

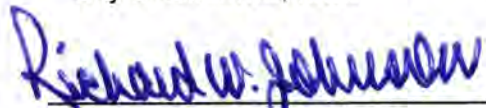
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Maria Reyes, in the amount of \$5,500.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 18th day of April 2023.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**701 W FOURTH**

**Bidder**

**Bid**

**Celia Fuentes**

**\$600.00**

**Maria Reyes**

**\$5,500.00**

**PURCHASE AGREEMENT BID FORM  
FOR  
701 W FOURTH  
STREET, OTTUMWA, IOWA**

This proposal is for a City owned property located at **MAJOR & DIBBLES ADD PT L25 & 26 CM INTER MCLEAN&4TH/NE49/NW 65/SW49/SE65-BG (701 W FOURTH) City of Ottumwa, Wapello County, Iowa** legally known as 701 W Fourth Street. The property is located in an R-2 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

**A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal.** The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

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

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 5,500<sup>00</sup>

**TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY**

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

**NAME OF BIDDER (PRINTED)**

Maria Reyes

**TELEPHONE NUMBER**

641-799-2122

15471 Rockbluff Rd. ottuma

**MAILING ADDRESS**

03/22/23

Maria Reyes

**SIGNATURE**

**DATE**

**EMAIL ADDRESS**

Reyesmaria 151978 @ Gmail .com



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



Community 1st Credit Union

MAIN OFFICE:  
235 RICHMOND  
OTTUMWA, IOWA 52501  
866.360.5370

**CASHIER'S CHECK**



No. [REDACTED]  
72-7572/2739

\*\*\* FIVE HUNDRED FIFTY DOLLARS AND 00 CENTS \*\*\*

03/22/23

\$550.00

PAY

TO THE  
ORDER  
OF

**EXACTLY** **550 Dollars 00 Cents**  
five five zero dollars zero zero cents

\*CITY OF OTTUMWA\*

VOID AFTER 90 DAYS

*James M. Hille*

AUTHORIZED SIGNATURE

MARIA REYES  
[REDACTED]

Bid For:



701 W. FOURTH

Maria Reyes

#1 5,500

**received**  
3/22/23  
@ 10:29am

Legal Notices

IOWA DISTRICT COURT FOR WAPELLO COUNTY UPON THE PETITION OF KATHERINE ESTRELLA CRUZ PINE-DA, Petitioner CASE NO. DREQ113641 AND CONCERNING CARLOS RODOLFO AROCHE SAQUIL, Respondent ORIGINAL NOTICE TO THE ABOVE-NAMED RESPONDENT: You are notified that a petition has been filed in the office of the clerk of this court naming you as Respondent in this action, which petition prays to establish custody, visitation and support, and resolution of related issues. The name and address of the attorney for the Petitioner is Edward M. Conrad. The attorney's phone number is (641) 683-3166 and facsimile number is (641) 683-3168. You must serve a motion or answer on or before May 19, 2023, and within a reasonable time thereafter, file your motion or answer with the Clerk of Court for Wapello County at the courthouse in Ottumwa, Iowa. If you do not, judgment by default may be rendered against you for the relief demanded in the petition. You are further notified that the above case has been filed in a county that utilizes electronic filing. Please see Iowa Court Rules Chapter 16 for informa-

Legal Notices

tion on electronic filing and Iowa Court Rules Chapter 16, division VI regarding the protection of personal information in court filings. If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at (641) 684-6502. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942) IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS.

**Legal Notice on Temporary Closure of Kirkville Wildlife Area** The Wapello County Conservation Board is taking public comments on the temporary closing of county property for access on both sides of 185th avenue, Kirkville, Iowa, as required under section 331.361 of the Iowa Code. This parcel is located in Wapello County, Section 19, Township 73, Range 14, and is the Kirkville Wildlife Area located 2 miles south of Kirkville, Iowa. This area will be closed for approximately eighteen (18) months beginning in early October, 2023. This closure is required for reclamation of the mine spoil on the property. To provide safety to both the

Legal Notices

public, construction crew, and equipment, beginning in October of this year, the area will be closed to all access. Individuals found on the property during this period could be charged, with trespass or destructive acts. The justification for this project is to improve the area for the public, improve water quality, and improve wildlife habitat. This project is in partnership with the Iowa Department of Agriculture and Land Stewardship, in which the wildlife area will be reconstructed to its pre-mining state. Comments can be received by e-mailing to [rtebbs@wapellocounty.org](mailto:rtebbs@wapellocounty.org) or by mail to WCCB, 1339 Hwy 63, Bloomfield, Iowa, 52537. Comment period will end at 6 pm on Monday, May 8, 2023 during the Wapello County Conservation Board Meeting. A public hearing will be held at the WCCB monthly board meeting on May 8, 2023 at 5:30pm at the Pioneer Ridge Nature Center, 1339 HWY 63, Bloomfield, Iowa, 52537.

**NOTICE OF PUBLIC HEARING** The Board of Education of the Ottumwa Community School District will conduct a public

Legal Notices

hearing in the boardroom of the Career Campus at 335 E Main Street, Ottumwa, Iowa at 6:00 PM on the 24th day of April, 2023 at which place and time any person interested may appear and file objections to the proposed plans, specification or contract for, or cost of the Minipitch Court at Evans Middle School. The project is located at Evans Middle School, 812 West Chester, Ottumwa, IA 52501. involves the construction activities as required by the contract documents which shall include: Construction of concrete pad and Minipitch Court Bidding Documents may be examined at the Superintendent's Office and may be inspected by all interested parties. All interested parties are invited to attend and speak at the public hearing. Following the public hearing the Board may take action to approve the proposed plans, specifications, form of contract and estimated cost of the Project. By order of the Board of Education Ottumwa Community School District Ottumwa, Iowa By: Morgan Brown, Board President Attest: John Berg, Chief Financial Officer/Board Secretary

Legal Notices

**NOTICE OF PUBLIC HEARING** The Board of Education of the Ottumwa Community School District will conduct a public hearing in the boardroom of the Career Campus at 335 E Main Street, Ottumwa, Iowa at 6:00 PM on the 24th day of April, 2023 at which place and time any person interested may appear and file objections to the proposed plans, specification or contract for, or cost of the Minipitch Court at Liberty Elementary School. The project is located at Liberty Elementary School, 50 Traxler Drive, Ottumwa, IA 52501. involves the construction activities as required by the contract documents which shall include: Construction of concrete pad and Minipitch Court Bidding Documents may be examined at the Superintendent's Office and may be inspected by all interested parties. All interested parties are invited to attend and speak at the public hearing. Following the public hearing the Board may take action to approve the proposed plans, specifications, form of contract and estimated cost of the Project. By order of the Board of Education Ottumwa Community School District Ottumwa, Iowa By: Morgan Brown, Board President

Legal Notices

Attest: John Berg, Chief Financial Officer/Board Secretary

**NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:** Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, April 18, 2023 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as MAJOR & DIBBLES ADD PT L25 & 26 CM I N T E R MCLEAN & 4TH/NE 49/NW 65/SW49/SE65-BG City of Ottumwa, Wapello County, Iowa, also known as 701 W Fourth Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Jake Rusch, Zoning and Housing Coordinator

# OTTUMWA COURIER Classifieds

Public Notices

**CREDIT AND RATE POLICY** All classified categories may require prepayment. All Classified display and liner ads require prepayment in the absence of established credit terms. Commercial rates apply to commercial business and applicable classifications, i.e. Help Wanted, Rentals, Real Estate for Sale, etc.

General Help Wanted

**NOTICE** This publication does not knowingly accept fraudulent or deceptive advertising. Readers are cautioned to thoroughly investigate all ads, especially those asking for money in advance.

Garage Sale

Lake Rd. 714 Thursday 12-6, Friday 8-7. 3 Family Sale. Chicken decor, 2 sets of dishes (1 set of 4 and 1 set of 8) Glassware, 2 box fans, Sewing items, 2 tables, women and mens clothes, weed eater, seeder, yard cart, large/small trash cans, world globe, dollhouse furniture, lawn furniture, Lots of Misc.

Misc Merchandise

FOR SALE: 2013 CAMPER 39FT MONTANA 4-SEASON, 3 SLIDES, SLEEPS 2, WASHER HOOK UP, 2 BATH, SHOWER/TUB, CALL 641-208-5697.

Homes

1, 2, and 3 bedrooms available, stove and fridge included, No pets. Call 641-682-7323

EQUAL HOUSING

Rentals

1, 2 & 3 BR apartments and houses for rent. Great locations! For information call John at 641-777-3595. Ask about our move in specials!

Homes

Commercial Business

AAA Rated Storage Ottumwa Mini Storage with 3 locations. Contact Rose @ 682-5305

**Denny's Mini Storage** Veteran Owned & Operated 24 hour access. Clean - Secure. Flood proof. Climate controlled & Dry storage. 641-682-4779.

**received**  
4-13-23 1215p

APR 13 2023

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 18, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION 64-2023: RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND ASBURY MANAGER LLC

\*\*\*\*\*

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

RECOMMENDATION: OPEN PUBLIC HEARING  
RECEIVE ANY PUBLIC COMMENT  
CLOSE PUBLIC HEARING  
PASS AND ADOPT RESOLUTION 64-2023

DISCUSSION: This resolution approves a development agreement with Asbury Manager LLC for the construction of 30 townhome units at two locations. 20 units would be constructed at 1321 Asbury and a further 10 units at 1412 Sherwood. 100% of the units in the development would be available to low-to-moderate income families and tenants. Both sites are in the Westgate Urban Renewal Area. The total construction cost of the minimum improvements will be \$10,000,000.

Source of Funds: Franchise Fees

Budgeted Item:  Budget Amendment Needed:

The project received a 9% Low-Income Housing Tax Credit from the Iowa Finance Authority. As local match for the LIHTC program, this agreement provides three economic development grants to the project. On July 1, 2023, \$62,000 would be paid to the developer provided that construction has commenced. On January 1, 2024, an additional \$62,000 would be paid if the developer has material progressed. On July 1, 2024, a final \$62,000 would be paid if the minimum improvements are complete and certificates of occupancy have been issued for all 30 units.

Staff proposes to fund the incentive using franchise fees. After paying the grant incentive from the franchise fee fund, staff would certify the advancement of funds as an indebtedness suitable for repayment from the West Gate Urban Renewal Tax Increment Revenue Fund. This would replenish the franchise fee fund and provide a revolving source of funds for development incentives.

Providing the incentive in cash rather than as a rebate increases the impact of the City's dollars. In a rebate scenario, the developer would take on a TIF loan to finance construction which the rebate would pay off over time, this means that a portion of City funds would be used for interest on the note, rather than pure construction costs. Where possible, the direct incentive stretches City funds further by only covering hard costs and not financing costs.

The development is consistent with the 2040 Our Ottumwa Comprehensive Plan and the 2022 Ottumwa Housing Plan. The townhome units would provide a unique housing product which could encourage further townhome development in the future. The size of the development is consistent with the identified need for subsidized rental units in the Housing Plan.

## ITEMS TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

April 18, 2023

5:30 P.M.

#### West Gate Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Asbury Manager LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and Asbury Manager LLC.

### IMPORTANT INFORMATION

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

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

April 18, 2023

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East Third 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:

Russ Hull, Sandra Pope, Marc Roe, Cara Galloway, Doug  
McAntire

Absent: none

Vacant: none

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Ottumwa and Asbury Manager LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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



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

Whereupon, Council Member Hull introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND ASBURY MANAGER LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at this place.

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

AYES: Hull, Pope, Roe, Galloway, McAntire

---

NAYS: none

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 64-2023

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF OTTUMWA AND ASBURY  
MANAGER LLC

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

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

WHEREAS, the City has received a proposal from Asbury Manager LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), which Minimum Improvements will include the construction of 30 townhome units that will be affordable to tenants who qualify as low to moderate income families under Iowa Code Chapter 403, as outlined in the proposed Agreement; and

WHEREAS, the Developer has been awarded Low-Income Housing Tax Credits for the Project and, accordingly, the City is willing to provide a local match incentive for the Project, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to three (3) Economic Development Grant payments to Developer, each in the amount of \$62,000, under the terms and following satisfaction of the conditions set forth in the Agreement, which Economic Development Grants are intended to serve as the City's local match for the Project; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

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

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.


Section 2. That the form and content of the 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 and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the 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 such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
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 18th day of April, 2023.



*Christina Reinhard*  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

CERTIFICATE OF PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the Ottumwa Courier, a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

April 6, 2023.

WITNESS my official signature at Ottumwa, Iowa, this 12<sup>th</sup> day of April, 2023.



(SEAL)

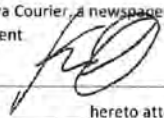
Christina Runhard  
City Clerk, City of Ottumwa, State of Iowa

# 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

Public Hearing  
City of Ottumwa

 hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/16/23

Subscribed and sworn to before me, and in my presence, by the said 16th day of April, 2023





Notary Public

In and for Wapello County

Printer's fee \$47.00

## COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ASBURY MANAGER LLC, AND THE HEARING THEREON PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on April 18, 2023, at 5:30 P.M. in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Asbury Manager LLC (the "Developer"). The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the West Gate Economic Development Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"). The Minimum Improvements will include the construction of 30 townhome units that will be affordable to tenants who qualify as low to moderate income families under Iowa Code Chapter 403, under the terms and conditions set forth in the Agreement. The Developer has been awarded Low-Income Housing Tax Credits for the Project and, accordingly, the City is willing to provide a local match incentive for the Project, pursuant to the terms and conditions set forth in this Agreement. The Agreement proposes that the City will make up to 3 Economic Development Grant payments to Developer as the local match for the Project, each in the amount of \$62,000, under the terms and following satisfaction of the conditions set forth in the 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 above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa. Dated this 4th day of April, 2023. City Clerk, City of Ottumwa in the State of Iowa

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF OTTUMWA, IOWA

AND

ASBURY MANAGER LLC

April 18, 2023



AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the 18 day of April, 2023, by and among the CITY OF OTTUMWA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (the "Urban Renewal Act"), and ASBURY MANAGER LLC, an Iowa limited liability company (the "Developer"). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the redevelopment of an area of the City and, in connection therewith, created the West Gate Urban Renewal Area (the "Area"), which is described in the West Gate Urban Renewal Plan originally adopted in 1989 and subsequently amended (the "Urban Renewal Plan"); and

WHEREAS, the Developer owns, or will own, certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"), comprised of two separate properties; and

WHEREAS, the Developer intends to develop 30 townhome units on the Development Property, 100% of which units will be affordable to tenants who qualify as low to moderate income families under Iowa Code Chapter 403 (the "Project"), as more particularly described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Developer has been awarded Low-Income Housing Tax Credits for the Project and, accordingly, the City is willing to provide a local match incentive for the Project, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless

a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessor means the assessor for Wapello County, Iowa.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Ottumwa, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means the County of Wapello, Iowa.

Developer means Asbury Manager LLC, an Iowa limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments proposed to be made by the City to Developer under Article VIII of this Agreement as a local match for the Project.

Event of Default means any of the events described in Section 10.1 of this Agreement.

LMI Housing Unit means an apartment that is affordable to families, including single person households, who earn no more than eighty percent (80%) of the higher of the median family income of Wapello County or the state-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Improvements means the 30 townhome units to be constructed on the Development Property, 100% of which units shall qualify as LMI Housing Units under Iowa Code Chapter 403, as more particularly described in Exhibit B attached hereto and made a part hereof.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area means the West Gate Urban Renewal Area, as may be amended, described in the preambles hereof.

Urban Renewal Plan means the West Gate Urban Renewal Plan, as may be amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

West Gate Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Asbury Manager LLC is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer, or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The development of the Minimum Improvements will require a total investment of approximately \$10,000,000.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements will commence by no later than July 1, 2023 and will be completed by June 30, 2024.

### ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with this Agreement and the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in this Agreement and the Construction Plans. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with this Agreement and all applicable federal, State, and local laws and regulations.

The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules and regulations, and City permit requirements; (iii) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans for the Minimum Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken by no later than July 1, 2023 and completed by: (i) no later than June 30, 2024; or (ii) such later date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.4. Certificate of Completion. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Wapello County Recorder's Office at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion

in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to cause the completion of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion. Failure by the City to timely respond to Developer's request for a Certificate of Completion (with either a Certificate of Completion or a written statement of deficiency or Default) shall constitute a waiver of the City's right to object as provided above.

Section 3.5. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens except for liens from Developer's construction or permanent financing lenders or liens which are being diligently and reasonably contested by Developer; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 3.6. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. The parties acknowledge that tax liability and property tax assessments for the Development Property and Minimum Improvements may be directed by the State or federal law regarding taxation of low-income housing; further, the parties agree and acknowledge that nothing in this Agreement is intended to change the imposition of tax liability and tax assessments as otherwise directed by law. Until Developer's obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date, they shall not:

a. Seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; nor

b. Seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Minimum Improvements and the Development Property, including but not limited to tax abatement under the City's Urban Revitalization Plan.

#### ARTICLE IV. LOW INCOME HOUSING TAX CREDITS

Section 4.1. Requirements of 9% Housing Tax Credit Qualified Allocation Plan. After issuance of one or more occupancy permits for the Minimum Improvements at least through the Termination Date, Developer shall cause all the townhome units constructed as part of the Minimum Improvements to be rented as LMI Housing Units that comply with the requirements of the Iowa Finance Authority's 9% Housing Tax Credit Qualified Allocation Plan Program and the requirements of the federal low-income housing tax credit program (collectively, the "LIHTC Program").

Section 4.2. Local Match. The Economic Development Grant described in Article VIII of this Agreement is intended to serve as the local match for the LIHTC Program incentives for the Project. The Economic Development Grant described in this Agreement will be the only local match provided to the Developer, absent an amendment to this Agreement or a subsequent agreement executed by the parties.

Section 4.3. Hold City Harmless. Developer shall hold harmless the City from any loss arising out of or related to Developer's failure to fulfill the requirements of the LIHTC Program or failure of the Project to receive the LIHTC Program incentives.

## ARTICLE V. INSURANCE

### Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, members, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and



expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain or cause to be maintained a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$75,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer and Developer shall forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall cause the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

#### ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Development Property and Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status, except as permitted by law.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement or the State Agreement so that City can determine compliance with this Agreement.

Section 6.6. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements owned by the Developer have been paid for the prior fiscal year and any taxes due

and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements and the fully assessed value; (iii) certification of the number of LMI Housing Units on the Development Property that are affordable to or occupied by LMI families; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2024 and ending on October 15, 2034, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer Annual Certification.

#### ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party (except the rental of individual units to persons who will occupy a unit) unless: (i) the transferee partnership, corporation, company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the City. Notwithstanding anything to the contrary contained herein, Developer may collaterally assign its right to receive the Economic Development Grants under the terms of this Agreement to finance construction of the Minimum Improvements, without further action or approval by the City, provided Developer remains obligated to fully perform all of its obligations under the Agreement.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agrees that the Development Property and Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property) and any subsequent successor laws related thereto).

## ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to provide Developer with up to three grant payments, each in the amount of Sixty-Two Thousand Dollars (\$62,000) (the “Economic Development Grants”). The City agrees to provide an Economic Development Grant to Developer on or within five (5) business days of the following dates: July 1, 2023; January 1, 2024; and July 1, 2024; subject to satisfaction of all the following conditions:

a. No Event of Default has occurred and is continuing past the applicable cure period, and Developer is in compliance with the terms of this Agreement at the time of payment;

b. The following benchmarks of Project completion have been met for the respective Economic Development Grant Payment:

i. For the July 1, 2023 payment, Developer has commenced construction of the Minimum Improvements;

ii. For the January 1, 2024 payment, Developer has materially progressed in the construction of the Minimum Improvements since the previously provided Grant; and

iii. For the July 1, 2024 payment, Developer has completed construction of the Minimum Improvements (evidenced by issuance of one or more occupancy permits for at least 30 townhome units); and

c. The City Council of the City has appropriated funds for and approved an advancement of funds to pay the Economic Development Grant, to be paid from a City fund or account with sufficient available funds that may legally be used for payment of the Economic Development Grant.

Section 8.2. Source of Grant Funds. The City intends to advance funds for payment of the Economic Development Grants from a City fund containing a sufficient amount of funds that are available for use to pay the Economic Development Grants, such as the City’s Franchise Fee Fund. Thereafter, the City intends to certify the advancement of funds to the County Auditor as an indebtedness suitable for repayment from the West Gate Urban Renewal Area Tax Increment Revenue Fund. The City shall have no obligation to Developer with respect to funds deposited into the West Gate Urban Renewal Area Tax Increment Revenue Fund.

## ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IX, the “Indemnified

Parties”) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

#### ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Failure by Developer or the Minimum Improvements to comply with any requirements of the LITHC Program;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due;

or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days (except in the case of an Event of Default under subsections 10.1(d), (e), or (f) which Events of Default do not require a notice and cure period), or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City shall have no obligation to provide the Economic Development Grants to Developer;

e. If the City has previously paid any Economic Development Grants to Developer, then the City shall be entitled to recover from Developer, and Developer shall repay to the City,

an amount equal to the full amount of the paid Economic Development Grants, with interest thereon at the highest rate permitted by State law; the City may take any action, including any legal action it deems necessary, to recover such amount from Developer; and/or

f. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Asbury Manager LLC at 1708 South Main Street Suite 300, Fairfield, IA 52556;
- b. In the case of the City, is addressed to or delivered personally to the City at 105 E 3<sup>rd</sup> Street, Ottumwa, IA 52501 Attn: Chris Reinhard, City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2034 unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk,



and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

*[Remainder of page intentionally left blank; signature pages follow]*



(SEAL)

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson  
Richard Johnson, Mayor

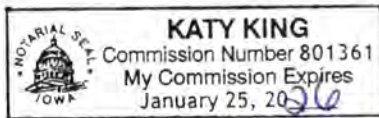
ATTEST:

By: Chris Reinhard  
Chris Reinhard, City Clerk

STATE OF IOWA )  
) SS  
COUNTY OF WAPELLO )

On this 18<sup>th</sup> day of April, 2023, before me a Notary Public in and for said State, personally appeared Richard Johnson and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King  
Notary Public in and for the State of Iowa



*[Signature page to Agreement for Private Development – City of Ottumwa]*

ASBURY MANAGER LLC  
an Iowa limited liability company

By: James Danaher  
Name: JAMES DANAHER  
Its: Authorized Rep.

STATE OF IOWA                    )  
  ) SS  
COUNTY OF Jefferson )

On this 3<sup>rd</sup> day of April, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared James Danaher, to me personally known, who, being by me duly sworn, did say that they are the Owner of Asbury Manager LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

Samantha Campbell  
Notary Public in and for the State of Iowa



*[Signature page to Agreement for Private Development – Asbury Manager LLC]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

NW 1/4 AL 4 NE NW SEC 26-72-14 1 1/4 A

AND

Lots No. 17, 18, 19, 20 and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. S of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with Alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page S76, also as set out in Quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578. Also Described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through Eight (8) in said Block Three (3), AND that part of the West Half of the vacated Hackworth Avenue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND that part of the said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty-four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa. ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

Street Addresses: 1412 Sherwood Drive, Ottumwa, IA 52501 and 1321 Asbury Ave., Ottumwa, IA 52501

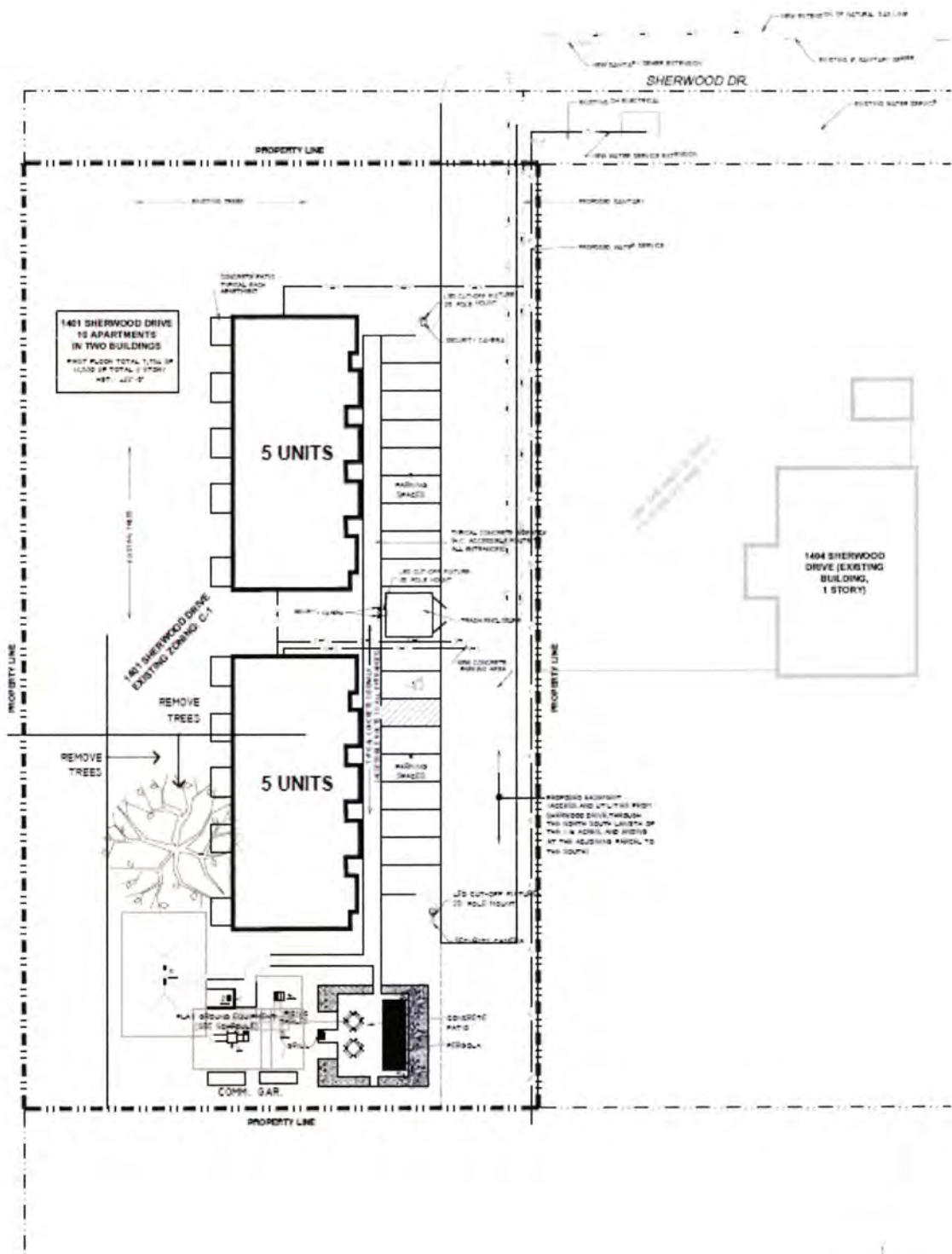
Wapello County Parcel Nos. 007417540029000, 007417290031000, 007417290027000, and 007417290030000

EXHIBIT B  
MINIMUM IMPROVEMENTS

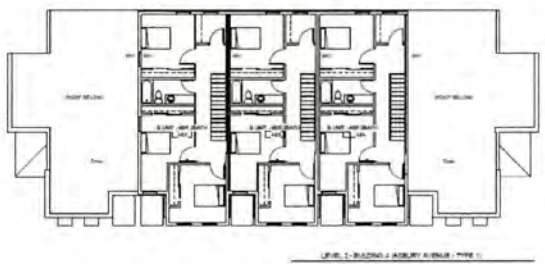
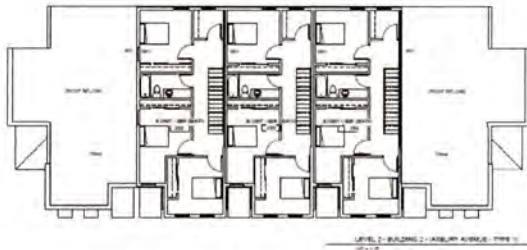
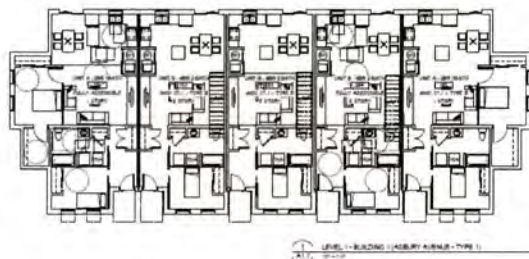
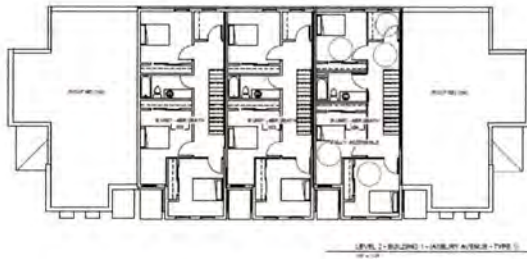
Minimum Improvements means thirty (30) single-family townhome units to be constructed on the Development Property, which shall be rented as LMI Housing Units. The Minimum Improvements will require an investment of at least \$10,000,000. The construction of the Minimum Improvements will be completed by July 1, 2024.

See Exhibit B-1 for preliminary plans and renderings of the Minimum Improvements.





1 SITE PLAN  
SCALE



BUILDING UNIT 1 - Occupancy Use			
UNIT NO.	AREA	AREA	AREA
101	101	101	101
102	102	102	102
103	103	103	103
104	104	104	104
105	105	105	105
106	106	106	106
107	107	107	107
108	108	108	108
109	109	109	109
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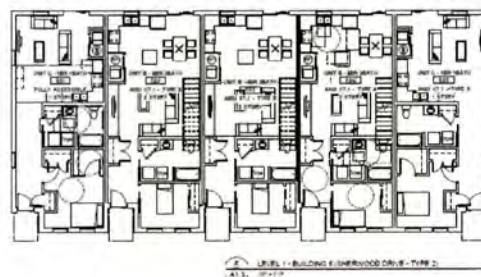
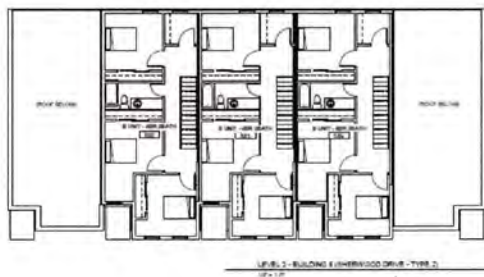






EXHIBIT C  
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Ottumwa, Iowa, (the "City") and Asbury Manager LLC, an Iowa limited liability company, ("Developer"), did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2023, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

NW 1/4 AL 4 NE NW SEC 26-72-14 1 1/4 A

AND

Lots No. 17, 18, 19, 20 and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. S of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with Alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page S76, also as set out in Quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578, Also Described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through Eight (8) in said Block Three (3), AND that part of the West Half of the vacated Hackworth Avenue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND that part of the said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty-four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa. ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to cause the construction of certain Minimum Improvements in accordance with the Agreement (as defined therein); and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to cause the construction of the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Wapello County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF OTTUMWA, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA                                    )  
  ) SS  
COUNTY OF WAPELLO                        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion for Minimum Improvements – City of Ottumwa]*

Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney, P.C., 100 Court Ave. Ste 600, Des Moines, IA 50309, 515-246-0328

Return to: City Clerk, City of Ottumwa, Iowa, 105 E 3rd Street, Ottumwa, IA 52501

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EXHIBIT D  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Ottumwa, Iowa (“City”) and Asbury Manager LLC, an Iowa limited liability company, (“Developer”), did on or about the 18 day of April, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the West Gate Urban Renewal Plan (“Plan”), as amended, to develop certain real property located within the City and within the West Gate Urban Renewal Area, legally described as follows:

NW 1/4 AL 4 NE NW SEC 26-72-14 1 1/4 A

AND

Lots No. 17, 18, 19, 20 and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. S of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with Alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page S76, also as set out in Quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578, Also Described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through Eight (8) in said Block Three (3), AND that part of the West Half of the vacated Hackworth A venue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND that part of the said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty-four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa. ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the 18 day of April, 2023 and terminates on December 31, 2034, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

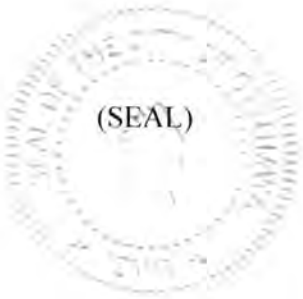
1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Ottumwa, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the 18 day of April, 2023.

*[Remainder of page intentionally left blank; signature page follows]*



(SEAL)

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson  
Richard Johnson, Mayor

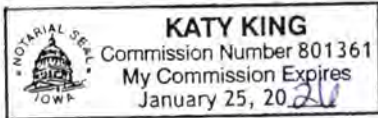
ATTEST:

By: Chris Reinhard  
Chris Reinhard, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WAPELLO            )

On this 18th day of April, 2023, before me a Notary Public in and for said State, personally appeared Richard Johnson and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King  
Notary Public in and for the State of Iowa



*[Signature page to Memorandum of Agreement for Private Development – City of Ottumwa]*

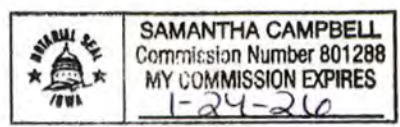
ASBURY MANAGER LLC  
an Iowa limited liability company

By: James Danaher  
Name: JAMES DANAHEN  
Its: Authorized Rep

STATE OF IOWA            )  
  ) SS  
COUNTY OF Jefferson )

On this 3<sup>rd</sup> day of April, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared James Danaher, to me personally known, who, being by me duly sworn, did say that they are the Owner of Asbury Manager LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

Samantha Campbell  
Notary Public in and for the State of Iowa



*[Signature page to Memorandum of Agreement for Private Development – Asbury Manager LLC]*

EXHIBIT E  
DEVELOPER ANNUAL CERTIFICATION

(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Developer certifies that, during the time period covered by this Certification, the Developer is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, 20\_\_\_\_, at a full assessment value of \$\_\_\_\_\_;

(iii) The total number of units at the Minimum Improvements that are affordable to or leased by LMI families, as defined in the Agreement, as of October 1, 20\_\_\_\_ is \_\_\_\_\_.

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ASBURY MANAGER LLC

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

Its: \_\_\_\_\_

**Attachments: Proof of payment of taxes**

02152474-1\10981-144





# Asbury Heights

LOW INCOME HOUSING DEVELOPMENT IN THE CITY OF OTTUMWA



## **LIHTC Credit for Developing Our Communities**

**The federal low-income housing tax credit program acts as an incentive for property owners to invest in the development of rental housing for individuals and families with fixed or limited incomes.**


**The housing tax credit provides a dollar for dollar reduction (or credit) to offset an owner's federal tax liability on ordinary income for a 10-year period.**

**These affordable housing developments often attract young professionals, working families, seniors or persons with disabilities who are unable to maintain a house but want to live independently.**



## Developer CBC Financial

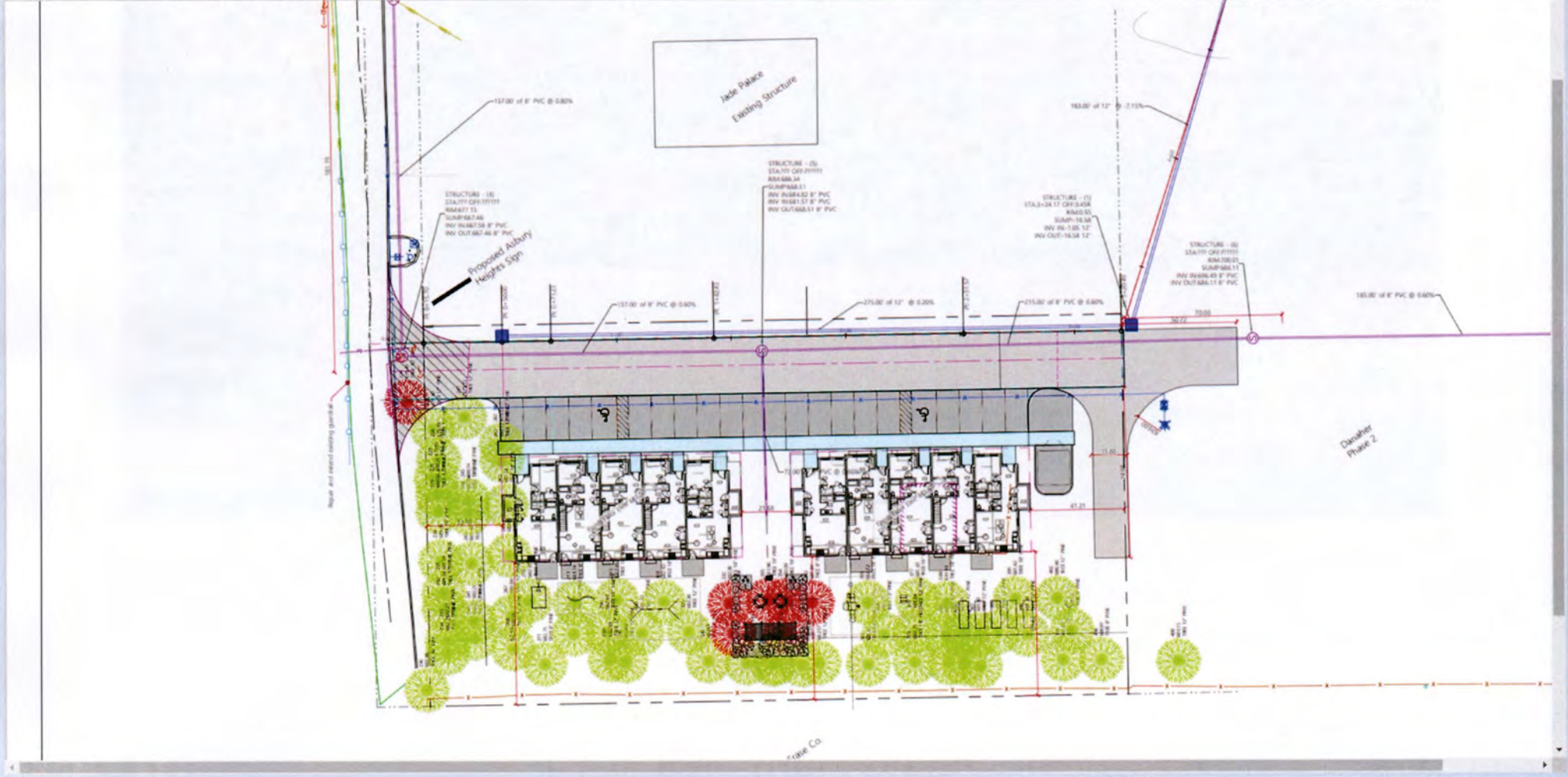
- ▶ **Garfield Veterans Housing Phoenix, AZ 100 Units (50% Veterans)**
- ▶ **Heartland Senior Housing Fort Dodge IA 48 Units**
- ▶ **Fairfield Lofts 44 Units**
- ▶ **Garfield II 2023 LIHTC Award 60 Units**
- ▶ **2022 Housing Iowa Award for Innovative Housing Initiative; Fairfield Lofts**



## Project Scope

1321 Asbury Ave; 1412 Sherwood Dr

- ▶ 30 unit rentals; 20 units at Asbury; 10 units at Sherwood
- ▶ 4 Buildings at Asbury; 2 Buildings at Sherwood
- ▶ 2 Story Townhome Design
- ▶ 18 Four Bedroom 2 Bath 1532 sq. ft. per unit
- ▶ 8 Two Bedroom 1 Bath 932 sq. ft. per unit
- ▶ 4 One Bedroom 1 Bath 725 sq. ft. per unit
- ▶ Rental Office Building at Asbury
- ▶ Pergola and picnic area at both sites
- ▶ Playground equipment at both sites



1bdm / 4bdm



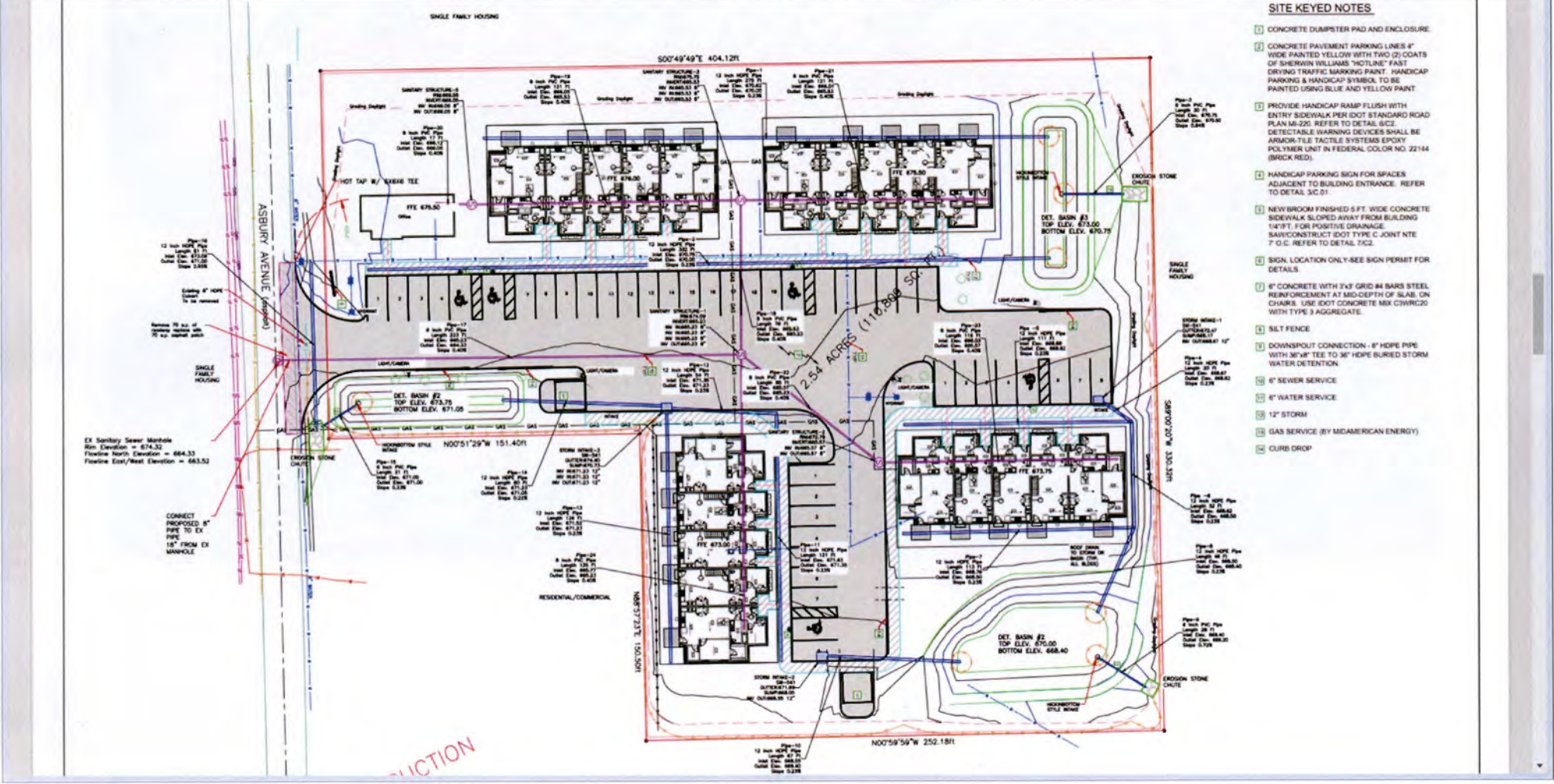
1bdrm / 4bdrm



1bdm / 4bdm







**SITE KEYED NOTES**

- 1 CONCRETE DUMPSTER PAD AND ENCLOSURE.
- 2 CONCRETE PAVEMENT PARKING LINES 4" WIDE PAINTED YELLOW WITH TWO (2) COATS OF SHERWIN WILLIAMS "CITILINE" FAST DRYING TRAFFIC MARKING PAINT. HANDICAP PARKING & HANDICAP SYMBOL TO BE PAINTED USING BLUE AND YELLOW PAINT.
- 3 PROVIDE HANDICAP RAMP FLUSH WITH ENTRY SIDEWALK PER ICOT STANDARD ROAD PLAN 84-205. REFER TO DETAIL 602. DETECTABLE WARNING DEVICES SHALL BE ARMOR-TILE TACTILE SYSTEMS EPOXY POLYMER UNIT IN FEDERAL COLOR NO. 22144 (BRICK RED).
- 4 HANDICAP PARKING SIGN FOR SPACES ADJACENT TO BUILDING ENTRANCE. REFER TO DETAIL 3/C.01.
- 5 NEW BROOM FINISHED 5 FT. WIDE CONCRETE SIDEWALK SLOPED AWAY FROM BUILDING 1/4" FT. FOR POSITIVE DRAINAGE. SAND/CONSTRUCT ICOT TYPE C JOINT NTE 7' O.C. REFER TO DETAIL 7/C.2.
- 6 SIGN LOCATION ONLY-SEE SIGN PERMIT FOR DETAILS.
- 7 8" CONCRETE WITH 1/4" GRID #4 BARS STEEL REINFORCEMENT AT MID-DEPTH OF SLAB, ON CHAIRS. USE ICOT CONCRETE MIX C3WR20 WITH TYPE 3 AGGREGATE.
- 8 S&T FENCE.
- 9 DOWNSPOUT CONNECTION - 8" HDPE PIPE WITH 36"x48" TEE TO 36" HDPE BURIED STORM WATER DETENTION.
- 10 6" SEWER SERVICE.
- 11 6" WATER SERVICE.
- 12 12" STORM.
- 13 GAS SERVICE (BY MDAMERICAN ENERGY)
- 14 CURB DROP.

2 bdrm / 4bdrm




2 bdrm / 4bdrm



2 bdrm / 4bdrm

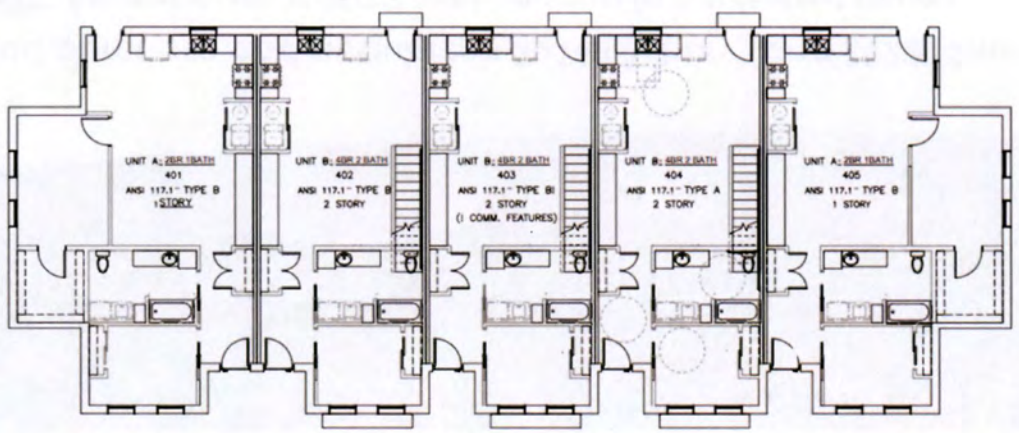
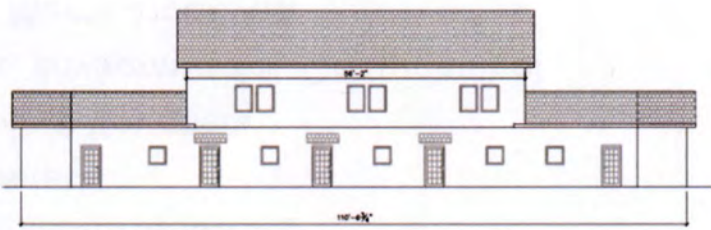
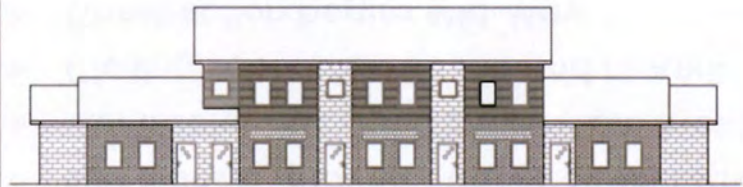






# Apartment Design

- ▶ **Separate recessed front entrances**
- ▶ **Double-walled separation for sound proofing and fire prevention**
- ▶ **Energy Star appliances**
- ▶ **Kitchen; stove, cooktop, refrigerator, dishwasher, microwave**
- ▶ **Washer/Dryer, ceiling fans, central air, gas heat**
- ▶ **Flooring mix of wood laminate, carpet and vinyl**
- ▶ **Storage in each unit**
- ▶ **Rear entrance with pad**





# Project History and Status

- ▶ Land purchase and acquisition 2016 (Asbury) and 2022 (Sherwood)
- ▶ LIHTC Award August 2022 (only award in Southeast Iowa)
- ▶ Investor; Affordable Housing Partners (division of Berkshire Hathaway)
- ▶ Lender; Horizon Bank construction and permanent financing
- ▶ Area 15 RHTF Loan \$260,000 (20 year low interest)
- ▶ Ottumwa Housing Authority award of 15 Project Vouchers
- ▶ Site Plans approved, Architectural Drawings, Environmental, Geotechnical
- ▶ Contractor Hackett Construction; Architect Monte Stock AIA
- ▶ Closing scheduled for the end of April
- ▶ Construction begins Mid-May



# Qualified Low Income Rents

▶ 1 Bedroom	Max Rent \$725	AMI 40% average rent	\$425
		AMI 60% average rent	\$650
▶ 2 Bedroom	Max Rent \$1066	AMI 40% average rent	\$500
		AMI 60% average rent	\$725
▶ 4 Bedroom	Max Rent \$1374	AMI 40% average rent	\$600
		AMI 60% average rent	\$1000

### ASBURY HEIGHTS BUDGET & SOURCES

SOURCE	COMPANY	AMOUNT	COMMENTS	PERCENTAGE
TAX CREDITS	BERKSHIRE HATHAWAY	8,854,115	COMMITTED	83.79%
PERM LOAN	HORIZON BANK	900,000	COMMITTED	8.52%
PERM LOAN	AREA 15	260,000	COMMITTED	2.46%
DEVELOPER LOAN	CBC FINANCIAL	367,300	COMMITTED	3.48%
GRANT	CITY OF OTTUMWA	186,000		1.76%
OTHER		-		0.00%
GAP		-		0.00%
TOTAL		10,567,415		100.00%
FUNDS COMMITTED		10,381,415		98.24%



# Your Support and Partnership

- ▶ Provide new affordable housing identified as needed in recent City of Ottumwa/Legacy Foundation housing study
- ▶ Adding 92 beds in 30 rental units to City housing options
- ▶ In-fill development within walking distance of public transportation and shopping
- ▶ Supported by Ottumwa Housing Authority and Area 15 Regional Housing Trust Fund
- ▶ Meets Strategic Housing Goals from Housing Study:
  - ▶ II. Provide incentives for medium density infill development
  - ▶ III. Gap Financing to address gaps between costs and values

received  
4.13.23 12:45 p

Item No. F.-5.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 18, 2023

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 65-2023, a resolution approving the sale of city property at 226 S Ward to Mahaska Communications Group for the sum of \$500.00

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution No. 65-2023

DISCUSSION: Mahaska Communications Group submitted an application to purchase the city-owned property at 226 S Ward. The developer intends to use the lot to place equipment for a broadband utility project. A copy of the application is attached.

Source of Funds: 151-3-342-6499

Budgeted Item:  Budget Amendment Needed:

RESOLUTION No. 65 - 2023

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 226 S WARD TO MAHASKA COMMUNICATIONS GROUP FOR THE SUM OF \$500.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as HARSCH & WAGNERS SUB LOT 13 City of Ottumwa, Wapello County, Iowa, also known as 226 S Ward; and

WHEREAS, pursuant to Resolution No. 59 – 2023 approved, passed and adopted April 4, 2023 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property; and

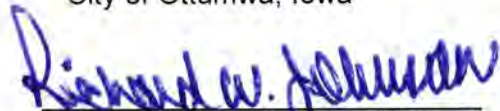
WHEREAS, Mahaska Communication Group LLC submitted an application to purchase the above property for the purpose of placing permanent equipment for a broadband utility project in the amount of \$500.00; and

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

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

PASSED AND ADOPTED this 18th day of April 2023.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



[ CITY OF ]  
O T T U M W A

Petition No.: 5095-2023

**Petitioner Information:**

Name: Mahaska Communication Group, LLC

Address: 210 South D Street, P.O. Box 1038, Oskaloosa, IA 52577

Phone Number: (641) 676-1000  *Petition contains the required number of signatures.*

Summary of Petition:

To Purchase Vacant City Owned Lot - 226 S.Ward for \$500 for Electronics Hut for Fiber Build.  
This property is not on our list of Properties for Sale.

\*\*\*\*\*

**1. Engineering Department**  **Approve**  **Deny** \_\_\_\_\_  
Comments: Date *Dept. Initials Required*

**2. Plan/Zoning/Dev. Department**  **Approve**  **Deny** \_\_\_\_\_  
Comments: Date *Dept. Initials Required*

**3. Health Department**  **Approve**  **Deny** \_\_\_\_\_  
Comments: Date *Dept. Initials Required*

**\*\* If denied by your department automatically return to the City Clerk's Office.  
\*\* If approved by your department submit to the next department for review.  
\*\*\* Once the form is completed return to the City Clerk's Office**



[ CITY OF ]

OTTUMWA

Petition 6095-2023

Revised 6-30-2021

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot      Are you a not for profit? NO  
 Do you own property next to the lot? NO  
 Building      Has the City owned the property for more than 5 years? NO 2/25/20  
 Are you a not for profit that builds housing? NO  
 Are you an Ottumwa School District? NO

Address or legal description of the property 226 South Ward

Buyers Name, address and phone number Mahaska Communication 641-676  
Group 210 South D. Street Okaloosa, IA 52577 1000

Dollar amount of the offer \$500

If you are purchasing a building do you plan to renovate or demolish it? NA

If you are purchasing a vacant lot, what is the intended use of the lot? Electronics hut for fiber build

If the City ownership of the lot is less than 5 years, the minimum offer is \$500. If you own the property next to the vacant lot and the City ownership is less than 5 years, the minimum offer \$250.

If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property. If you are a nonprofit seeking to operate a community garden, the price is \$1.00. You must demonstrate that your organization is sustainable and able to continuously operate community gardens. If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

**Some lots are not available for green space. Verify if the requested lot requires a plan for developing new construction.**



MAHASKA COMMUNICATION GROUP, LLC  
 210 South D Street  
 PO Box 1038  
 Oskaloosa IA 52577

PLEASE DETACH AND RETAIN

No. 25909

Date: 03/14/2023

DATE	INVOICE	DESCRIPTION	GROSS	NET
03/13/2023	20230313 DEPOSIT	City of Ottumwa - deposit 226 S Ward St	100.00	100.00
	Vendor: CIOTTUMW CITY OF OTTUMWA		Totals: 100.00	100.00

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW



MAHASKA COMMUNICATION GROUP, LLC  
 210 South D Street  
 PO Box 1038  
 Oskaloosa IA 52577

No. [REDACTED]

11-24/1210

WELLS FARGO BANK, N.A.

ONE HUNDRED AND NO / 100\*\*\*\*\*

PAY CITY OF OTTUMWA  
 TO 105 EAST THIRD STREET  
 THE OTTUMWA IA 52501  
 ORDER OF

DATE	CHECK NO.	AMOUNT
03/14/2023	25909	\$*****100.00

*John [Signature]*  
 \_\_\_\_\_  
*Mynor [Signature]*  
 \_\_\_\_\_

CIOTTUMW

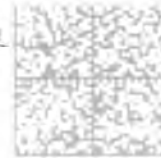
SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING





**Mahaska Communication Group**  
210 South D St  
Oskaloosa, IA 52577

DES MOINES IA 503  
14 MAR 2023PM 2 L



US POSTAGE  
  
\$ 000.60<sup>0</sup>

Ottumwa City Clerk's Office  
105 E. Third St.  
Ottumwa, IA 52501

52501-299999

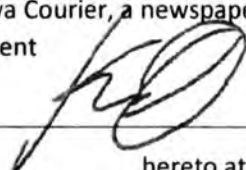


# PROOF OF PUBLICATION

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

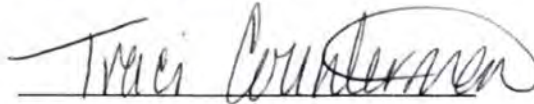
Public Hearing: 226 S Ward  
City of Ottumwa

 hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/6/23

Subscribed and sworn to before me, and in my presence, by the said 6th day of April, 2023





Notary Public

In and for Wapello County

Printer's fee \$19.85

## COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING  
ON DISPOSITION OF CITY  
PROPERTY AT 226 S WARD  
TO WHOM IT MAY CONCERN:  
Notice is hereby given that the  
City Council of the City of  
Ottumwa, Iowa, will hold a pub-  
lic hearing Tuesday, April 18,  
2023 at 5:30 P.M. in City Hall in  
the City of Ottumwa, Iowa on its  
intent to dispose of real property  
legally described as Harsh and  
Wagners Subdivision Lot 13,  
City of Ottumwa, Wapello  
County, Iowa, also known as  
226 S Ward, to Mahaska  
Communications Group. All per-  
sons interested in the intent to  
dispose of said property are  
invited to be present at the  
above time and place on the  
date mentioned to present their  
objections to, or arguments for  
the intent to dispose of said  
property. If you are unable to  
attend this meeting but have  
comments, written comments  
must be received no later than  
4:30 p.m. April 6, 2023. Written  
comments may be addressed  
to: City of Ottumwa, 105 E.  
Third St., Ottumwa, IA 52501.  
Dated this 4th day of April, 2023.  
City Clerk, City of Ottumwa,  
Iowa

received  
4.13.23 12:58

Malson

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Apr 18, 2023

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 66-2023, a resolution approving the sale of city property at 328 S Ward to Rippling Waters for the sum of \$125.00

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution No. 66-2023

DISCUSSION: Rippling Waters submitted an application to purchase the city-owned property at 328 S Ward. The Organization intends to use the lot to place a Single Family Residential dwelling. A copy of the application is attached.

RESOLUTION No. 66 - 2023

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 328 S WARD TO RIPPLING WATERS FOR THE SUM OF \$125.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as LEIGHTON & BANNISTER S 1ST ADD ALL EX S 14'LT 9 BLK 1;S 14' LT10 BLK1 City of Ottumwa, Wapello County, Iowa, also known as 328 S Ward; and

WHEREAS, pursuant to Resolution No. 60 – 2023 approved, passed and adopted April 4, 2023 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property; and

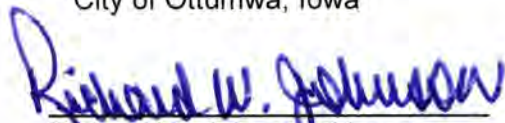
WHEREAS, Rippling Waters submitted an application to purchase the above property for the purpose of placing a Single Family Residential Dwelling in the amount of \$125.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the purchase price from Rippling Waters in the amount of \$125.00 and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 18th day of April 2023.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



[ CITY OF ]  
OTTUMWA

Petition No.: 5094-2023

**Petitioner Information:**

Name: Rippling Waters

Address: 227 E. Main Street Ottumwa Iowa 52501

Phone Number: (641) 954-0461  *Petition contains the required number of signatures.*

Summary of Petition:

Purchase city owned vacant lot located at 328 South Ward for \$125 in order to build a single family dwelling.

\*\*\*\*\*

**1. Engineering Department**  **Approve**  **Deny** \_\_\_\_\_  
*Dept. Initials Required*  
Comments: Date

**2. Plan/Zoning/Dev. Department**  **Approve**  **Deny** 3/6/23 **ZS**  
*Dept. Initials Required*  
Comments: Date

**3. Health Department**  **Approve**  **Deny** 3/6/23 **ZS**  
*Dept. Initials Required*  
Comments: Date

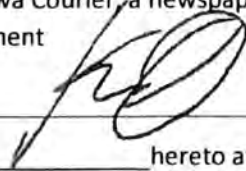
**\*\* If denied by your department automatically return to the City Clerk's Office.  
\*\* If approved by your department submit to the next department for review.  
\*\*\* Once the form is completed return to the City Clerk's Office**

# 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

Public Hearing: 328 S Ward  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/6/23

Subscribed and sworn to before me, and in my presence, by the said both day of April, 2023



Notary Public

In and for Wapello County

Printer's fee \$20.98

## COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING  
ON DISPOSITION OF CITY  
PROPERTY AT 328 S WARD  
TO WHOM IT MAY CONCERN:  
Notice is hereby given that the  
City Council of the City of  
Ottumwa, Iowa, will hold a pub-  
lic hearing Tuesday, April 18,  
2023 at 5:30 P.M. in City Hall in  
the City of Ottumwa, Iowa on its  
intent to dispose of real property  
legally described as Lot 9,  
except the South 14 feet thereof;  
and the South 14 feet of Lot 10  
in Leighton and Bannister's 1st  
Addition to the City of Ottumwa,  
Wapello County, Iowa, also  
known as 328 S Ward, to  
Rippling Waters. All persons  
interested in the intent to dis-  
pose of said property are invited  
to be present at the above time  
and place on the date men-  
tioned to present their objec-  
tions to, or arguments for the  
intent to dispose of said prop-  
erty. If you are unable to attend  
this meeting but have com-  
ments, written comments must  
be received no later than 4:30  
p.m. April 6, 2023. Written com-  
ments may be addressed to:  
City of Ottumwa, 105 E. Third  
St., Ottumwa, IA 52501. Dated  
this 4th day of April, 2023. City  
Clerk, City of Ottumwa, Iowa.

**received**  
4-12-23 11AM

Item No. H.-1.

4/12/2023

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

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

Council Meeting of : Apr 18, 2023

Park & Recreation  
Department

Gene Rathje  
Prepared By  
Gene Rathje  
Department Head

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

AGENDA TITLE: **Campground Sewer Dump Fee Increase**

\*\*\*\*\*

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

RECOMMENDATION: **Approve the Increase in the Sewer Dump Fee for the Ottumwa Park Campground**

DISCUSSION: The new campground hosts have indicated that the sewer dump fee at the Ottumwa Park Campground is low compared to other campgrounds that they have worked at. They suggested raising the fee from the current \$3 to \$5. With the new sewer dump station coming online this Summer, this is an opportunity to generate more revenue for the campground. This fee increase was approved by the Ottumwa Parks Advisory Board at their meeting on April 11, 2023.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

**received** Item No. H.-2.  
4.13.23 12:15p

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 18, 2023

John Lloyd WPCF Superintendent  
Prepared By

Public Works - WPCF  
Department

Larry Seals *Larry Seals*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Replacement of a Load-out Pump

\*\*\*\*\*  
 **\*\*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 replacement of Hydromatic 60RDP pump The total amount is \$11,205.

DISCUSSION: This purchase is to replace a load-out pump at the Water Pollution Control Facility. We have worked on the pump before. The unit is worn out and needs to be replaced.

WPCF budgeted \$75,000 in budget line 610-8-815-6727.  
Prior expenses \$41427  
Pump Cost \$11205  
\$22,368 remaining in line 6727

The pump comes with a one year warranty.





1000 ...  
...  
...

**QUOTATION**

**DATE:** April 5, 2023  
**TO:** Ottumwa Water Pollution Control Facility  
**SUBJECT:** Hydromatic 60RDP Rotating Unit – Ser#P71832  
**ATTN:** Mr. Mike Ashlock

We are pleased to offer the following equipment for your review and acceptance.

**SCOPE OF SUPPLY**

1 EA. Hydromatic Rotating Unit, dual seal 12 7/8" impeller  
Includes bearing frame assembly, No. 526342417

TOTAL PRICE WITH FREIGHT: \$11,205.00

Sales tax is not included.

Lead time is approximately XX weeks after receipt of order.

Thank you for the opportunity to offer this proposal. Feel free to contact me with any questions or if additional information is required.

Sincerely;

ALLIED SYSTEMS, INC.

*Larry Landphair*

Larry Landphair  
Sales Engineer

received  
4.13.23 1215p

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 18, 2023

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF  
Department

Larry Seals  
Department Head

*Larry Seals*

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Rochester Station Fairbanks vertical solids handling pump replacement

\*\*\*\*\*

\*\*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 Rochester Station Fairbanks pump replacement in the amount of \$14,498.00.

DISCUSSION: This is to replace one of two Rochester Station Pump lift pumps. The pump was installed with the lift station in 1975. The City has gotten the useful life out of this pump.

WPCF budgeted \$75,000 in budget line 610-8-815-6727.

Prior expenses \$52,632

Pump Cost \$14,498

\$7,870 remaining in line 6727

The pump comes with a one year warranty.



ALLIED SYSTEMS, INC.

5001 FORTSACVILLE DRIVE SUITE 1000  
WINDY HILL, MISSOURI 63311  
(PHONE) 618-204-8642 (FAX) 618-204-8643

**QUOTATION**

**DATE:** April 6, 2023  
**TO:** Ottumwa Water Pollution Control Facility  
**SUBJECT:** Fairbanks Vertical Solids Handling Pump *Rebuild*  
(Replacement for S/N K2W1-075918-15)

**ATTN:** Mr. Mike Ashlock

We are pleased to offer the following equipment for your review and acceptance.

**SCOPE OF SUPPLY**

- 1 Fairbanks Model 4" B5432 4x6 10 HP, 1750 RPM  
Vertical "Bilttogether" Solids Handling Pump  
Impeller Trim: 8.57 Inches  
4" Flanged Discharge, 6" Flanged Suction  
Dynamically Balanced Impeller, Stainless Steel Shaft Sleeve,  
Cast Iron Base, Cast Iron 4x6 Suction Elbow,  
Mechanical Seal, 10 HP 1750 RPM ODP, 215T Frame,  
CCW Rotation Discharge Position 16

TOTAL PRICE WITH FREIGHT:	\$15,572.00
Optional Deduct#1 Less Base:	<\$568.00>
Optional Deduct #2 Less 4 x 6 Suction Elbow	<\$506.00>

\$14,498

Sales tax is not included.

Lead time is approximately 14 – 16 weeks after receipt of order.

Thank you for the opportunity to offer this proposal. Feel free to contact me with any questions or if additional information is required.

Sincerely;

ALLIED SYSTEMS, INC.

*Larry Landphair*

Larry Landphair  
Sales Engineer

received  
4-13-23 12:09p

Item No. I.-1.

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Apr 18, 2023

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #70-2023, Awarding the Contract to RG Construction for \$117,500 for the Shower House Sewer Dump Station and Parking Lot Project

\*\*\*\*\*

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

RECOMMENDATION: Pass and Adopt Resolution #70-2023.

DISCUSSION: The City of Ottumwa received 1 bid for the campground shower house sewer dump station and parking lot project from RG Construction for \$117,500. This project is scheduled to be completed by July 31. There is \$300,000 in ARPA funds budgeted for this project and also a \$50,000 grant from the Wapello County Foundation. The sewer dump station was a requirement of the Wapello County Foundation grant. The engineer's cost estimate for this project was \$52,000.

Source of Funds: ARPA Funds, Wapello Co. Foundation Grant.

Budgeted Item:

Budget Amendment Needed: Yes

**RESOLUTION #70 -2023**

**A RESOLUTION TO AWARD THE CONTRACT FOR THE OTTUMWA PARK CAMPGROUND  
SHOWER HOUSE PARKING LOT AND SEWER DUMP STATION PROJECT**

WHEREAS, The new Ottumwa Park Campground Shower House and Office building needs a parking lot and sewer dump station to serve customers, and;

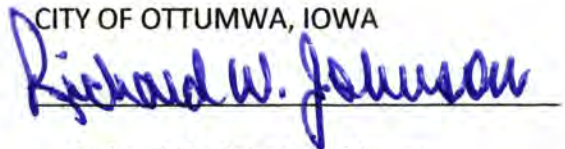
WHEREAS, The City of Ottumwa does have \$300,000 in ARPA funds budgeted for this project, and;

WHEREAS, The City of Ottumwa did receive a \$50,000 grant from the Wapello County Foundation with the requirement that the new shower house will have a sewer dump station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract be awarded to RG Construction for \$117,500 for the campground shower house sewer dump station and parking lot project.

APPROVED, PASSED, AND ADOPTED, this 18TH day of April, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

DOCUMENT 00410  
BID FORM

PROJECT: **City of Ottumwa, Iowa – Ottumwa Campground Parking Lot & RV Dump Station**  
105 3<sup>rd</sup> Street East, Ottumwa, Iowa 52501

BID TO: City of Ottumwa  
105 3<sup>rd</sup> Street East  
Ottumwa, Iowa 52501

BID FROM: REG CONSTRUCTION

NOTE: Submit the following

1. Two copies of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted.
  2. Submit Bid Security, if required, in separate envelope.
- 
1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Notice and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.
  2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Notice and Instruction to Bidders.
  3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____
  4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  5. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  6. BIDDER will complete the Work in accordance with the Contract Documents for the prices indicated on the Document 00420, Schedule of Bid Prices.
  7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on the Schedule of Bid Prices, unit price shall govern.
  8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Notice and Instruction to Bidders.
  9. BIDDER certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization, or corporation bidding on the work.
  10. Provide the Bid Security in a separate sealed envelope and made a condition of this bid.

DOCUMENT 00410  
BID FORM

11. This Bid is submitted on APRIL 12, 2023.
12. State Contractors License No. C114908
13. Complete the applicable item(s) listed below. If an "agent" of BIDDER submits this bid, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By \_\_\_\_\_  
(signature of individual) (type or print name)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Partnership

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature of general partner) (type or print name)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Corporation

Corporation Name: RC CONSTRUCTION

State of Incorporation: IOWA

[Signature] ROD GROOMS  
(Signature of person authorized to sign) (type or print name)

Attest: [Signature]

Business Address: 215 E. 4th Street, Ottumwa, IA 52501

Phone Number: 319.954.9898

END OF DOCUMENT 00410

DOCUMENT 00420  
SCHEDULE OF BID PRICES

PROJECT: CITY OF OTTUMWA, IOWA – OTTUMWA CAMPGROUND PARKING LOT & RV  
DUMP STATION

BIDDER: RCI CONSTRUCTION

The bid prices on this form must be stated in words and numerals. In case of discrepancy, words will take precedence. Submit prices for all items below:

**BASE BID**

Furnish and install all necessary construction work in accordance with the contract documents required for the for the construction of the Ottumwa Campground Parking Lot & RV Dump Station located at 1 Joe Lord Memorial Dr, Ottumwa, IA 52501. The work will be performed for the lump sum of:

One hundred seventeen thousand five hundred Dollars  
(\$ 117,500.00)

END OF DOCUMENT 00420

00420-1



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

R.G. Construction, Limited Liability Company  
215 East 4th Street  
Ottumwa, IA 52501

### SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company  
P.O. Box 73909  
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ Ten Percent of the Total Amount Bid (10%)

### PROJECT:

(Name, location or address, and Project number, if any)

City of Ottumwa - Ottumwa Campground Parking Lot & RV Dump Station, Ottumwa, IA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of March, 2023

  
\_\_\_\_\_  
(Witness)

R.G. Construction, Limited Liability Company  
(Principal) \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
(Title) Owner

  
\_\_\_\_\_  
(Witness) Kate Zanders

United Fire & Casualty Company  
(Surety) \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
(Title) Sara Huston, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022



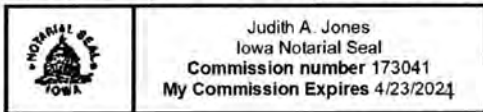
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 29th day of March 2023.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

RG CONSTRUCTION, INC.  
215 EAST 4TH STREET  
OTTUMWA, IA 52501  
641.954.9898

- SEALED BID -

**received**  
4-12-23 14:50pm

To:  
City of Ottumwa, Iowa  
105 3<sup>rd</sup> Street East  
Ottumwa, IA 52501

RG CONSTRUCTION, INC.  
215 EAST 4TH STREET  
OTTUMWA, IA 52501  
641.954.9898

- BID SECURITY -

**received**  
4-12-23 1:45 pm

To:  
City of Ottumwa, Iowa  
105 3<sup>rd</sup> Street East  
Ottumwa, IA 52501

## Gene Rathje

---

**From:** Paul Newman <pnewman@willetthofmann.com>  
**Sent:** Wednesday, March 08, 2023 10:47 AM  
**To:** Gene Rathje  
**Subject:** Cost Opinion

Gene – The cost opinion for the Parking Lot & RV Dump Station is \$52,000.

**Paul Newman, AIA, NCARB, LEED AP**

Architect

T: (319) 378-1401 Ext. 7000

C: (815) 994-8290

F: (319) 378-1975

625 32nd Ave. SW

Cedar Rapids, IA 52404



**WILLETT HOFMANN**  
& ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING



[WilletHofmann.com](http://WilletHofmann.com)

*Serving Our Clients Since 1935*

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4.13.23 12:15p

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 18, 2023

Engineering Department  
Department

Phillip Burgmeier  
Prepared By  
Donny Sead  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution 71-2023. Approving the Agreement between the City of Ottumwa and Calhoun-Burns and Associates Inc. for Professional Engineering Services to conduct the 2023 and 2024 Biennial Bridge Inspections.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution 71-2023.

DISCUSSION: Iowa Department of Transportation (IDOT) requires that all bridges be inspected every two years. These requirements must be met to be in compliance with IDOT inspection program and qualify for Highway Bridge Program (HBP) funding. The scope of work includes the routine inspection of 11 vehicle bridges and 2 pedestrian bridges within the City of Ottumwa, updates of the load rating calculations if necessary, and updates of the scour evaluation if necessary. All work will be in accordance with the Iowa Department of Transportation (IDOT) and Federal Highway Administration guidelines and requirements. Compensation is as follows:

Routine Visual Inspection

**2023 – Lump Sum = \$ 19,900.00**

**3 bridges:** (Jefferson, S. Ward, S. Moore)

**2024 – Lump Sum = \$ 4,450.00**

**8 bridges:** (Albia Rd, S. Sheridan, Market St, S Madison, W 2<sup>nd</sup> St, S Webster, Adeline Rd, S Ransom St)

**2 pedestrian bridges:** (Eisenhower & Kettle Creek by Richmond)

Load Rating Computations (if required)

Estimated per hourly billing rate: \$190.00 each

Updated Level A or B Scour Evaluations (if required)

Estimated per hourly billing rate: \$110.00 each

Data Entry and Photos into SIIMS

Estimated per hourly billing rate: \$130.00 each

Special Equipment

Estimated direct cost: \$18,500.00

\$ 19,900.00 (2023)

\$ 4,450.00 (2024)

\$ 18,500.00 (Equipment)

\$ 42,850.00 + hourly billing

Source of Funds: \$50,000 Road Use

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION 71-2023

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND CALHOUN-BURNS & ASSOCIATES INC. FOR PROFESSIONAL ENGINEERING SERVICES TO CONDUCT THE 2023 AND 2024 BRIDGE INSPECTIONS

WHEREAS, This agreement between the City of Ottumwa and Calhoun-Burns and Associates, Inc. for Professional Engineering Services to conduct the 2023 and 2024 Bridge Inspections; and,

WHEREAS, Iowa Department of Transportation (IDOT) requires that bridges be inspected every two years. These requirements must be met to be in compliance with IDOT inspection program and qualify for Highway Bridge Program (HBP) funding; and,

WHEREAS, The services will include the following:  
- Routine inspection of thirteen (13) bridges  
- Updates of the load rating calculation if necessary  
- Updates of the scour evaluation if necessary; and,

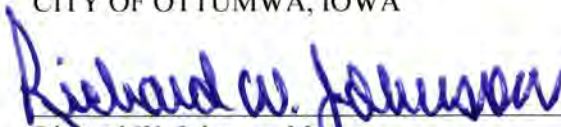
WHEREAS, Expenses will include the following:

Routine Visual Inspection	
2023 – three (3) bridges:	Lump Sum = \$ 19,900.00
2024 – eight (8) bridges:	Lump Sum = \$ 4,450.00
2024 – two (2) pedestrian bridges:	
Load Rating Computations (if required)	Per hourly billing rates at about \$190.00 each
Updated Level A or B Scour Evaluations (if required)	Per hourly billing rates at about \$110.00 each
Data Entry and Photos into SIIMS	Per hourly billing rates at about \$130.00 each
Special Equipment	Direct Cost at about \$18,500.00

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and Calhoun-Burns & Associates, Inc. for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 18<sup>th</sup> day of April, 2023.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

## AGREEMENT

THIS IS AN AGREEMENT effective as of April 18, 2023, 2023 ("Effective Date") between the City of Ottumwa Iowa ("City") and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2023 and 2024 bridge inspection and load rating in the City of Ottumwa, Iowa ("Assignment").

### Description of Engineer's Services:

- Routine inspection of three (3) bridges for 2023 – Attachment A
- Routine inspection of ten (10) bridges for 2024 – Attachment B
- Includes update of the load rating calculations if necessary
- Includes update of the scour evaluation if necessary; does not include level C scour
- Includes entry of inspection data and approvals in Iowa DOT Structural Inventory and Inspection Management System (SIIMS) where required.
- Work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

### 3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.



#### **4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

#### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the State of Iowa.

#### **6.01 Successors, Assigns, and Beneficiaries**

A. City and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of City and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist Citys or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated attachment), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment**

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

Routine Visual Inspections:

- |  |   |
|--|---|
| 1. 2023 Three (3) Bridges:                                 | Lump Sum = \$ 19,900.00                                 |
| 2024 Ten (10) Bridges:                                     | Lump Sum = \$ 4,450.00                                  |
| 2. Load Rating Computations:<br>(if required)              | Per Hourly Billing Rates<br>Estimated at \$ 190.00 each |
| 3. Update Level A or B Scour Evaluations:<br>(if required) | Per Hourly Billing Rates<br>Estimated at \$ 110.00 each |
| 4. SIIMS Data Entry and Updates:                           | Per Hourly Billing Rates<br>Estimated at \$ 130.00 each |
| 5. Special Equipment:                                      | Direct Cost<br>Estimated at \$ 18,500.00                |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY: Richard W. Johnson  
By: Richard W. Johnson  
Rick Johnson

Title: Mayor

Date: 4.18.2023

ENGINEER: Jeff M. Fadden  
By: Jeff M. Fadden  
Jeff M. Fadden, P.E.

Title: Vice President

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

ATTESTED BY:  
Christina Reinhard  
Signature

Title: City Clerk

Date: 4.18.2023

**ATTACHMENT A**

**LIST OF STRUCTURES FOR  
CITY OF OTTUMWA, IOWA  
BRIDGE INSPECTION AND RATING PROGRAM - 2023**

1. The following bridges shall be visually inspected and completed reports submitted:

<u>FHWA No.</u>	<u>Facility Carried</u>	<u>Feature Crossed</u>	<u>Note</u>
009280	S. Ward Street	Drainage	1
009311	S. Moore Street	Drainage	1
009386	Jefferson Street	Des Moines River & RR	2, 3

**Notes:**

1. Routine inspection of City owned structure. Visual inspection limited to observations from bridge deck, abutment slopes, below the bridge, and City right-of-way. Photos and relevant field data will be updated in SIIMS.
2. Routine and fracture critical inspection of City owned structure. Inspection will be performed at arm's length utilizing special access equipment. Photos and relevant field data will be updated in SIIMS.
3. City to provide traffic control (road closure) for inspection. All special access equipment costs will be passed to City as a direct expense.

**ATTACHMENT B**

**LIST OF STRUCTURES FOR  
CITY OF OTTUMWA, IOWA  
BRIDGE INSPECTION AND RATING PROGRAM - 2024**

1. The following bridges shall be visually inspected and completed reports submitted:

<u>FHWA No.</u>	<u>Facility Carried</u>	<u>Feature Crossed</u>	<u>Note</u>
009191	Albia Road	Kettle Creek	1.
009331	S. Sheridan Avenue	Drainage	1.
009340	Market Street	Des Moines River	1.
009351	S. Madison Avenue	Drainage	1.
050731	W. 2 <sup>nd</sup> Street	Harrows Creek	1.
503510	S. Webster Street	Stream	1.
503870	Adeline Road	Drainage	1.
503875	S. Ransom Street	Drainage	1.
Pedestrian	Eisenhower Pedestrian Bridge	U.S. 63	2.
Pedestrian	Pedestrian Bridge (near Richmond Ave.)	Kettle Creek	2.

**Notes:**

1. Routine inspection of City owned structure. Visual inspection limited to observations from bridge deck, abutment slopes, below the bridge, and City right-of-way. Photos and relevant field data will be updated in SIIMS.
2. Routine inspection of City owned structure. Visual inspection limited to observations from bridge deck, abutment slopes, below bridge, and City right-of-way.



**ATTACHMENT C**

**HOURLY BILLING RATES (EFFECTIVE JULY 2022)**

PRINCIPAL OF FIRM IV	\$ 231.00 / HOUR
PRINCIPAL OF FIRM III	\$ 223.00 / HOUR
PRINCIPAL OF FIRM II	\$ 214.00 / HOUR
PRINCIPAL OF FIRM I	\$ 204.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 188.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 183.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 180.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 174.00 / HOUR
PROJECT MANAGER IV	\$ 177.00 / HOUR
PROJECT MANAGER III	\$ 173.00 / HOUR
PROJECT MANAGER II	\$ 168.00 / HOUR
PROJECT MANAGER I	\$ 163.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 162.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 154.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 143.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 134.00 / HOUR
PROJECT ENGINEER IV	\$ 150.00 / HOUR
PROJECT ENGINEER III	\$ 139.00 / HOUR
PROJECT ENGINEER II	\$ 129.00 / HOUR
PROJECT ENGINEER I	\$ 117.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 132.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 121.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 114.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 103.00 / HOUR
DESIGN ENGINEER IV	\$ 125.00 / HOUR
DESIGN ENGINEER III	\$ 118.00 / HOUR
DESIGN ENGINEER II	\$ 112.00 / HOUR
DESIGN ENGINEER I	\$ 105.00 / HOUR
ENGINEER INTERN	\$ 89.00 / HOUR
SENIOR TECHNICIAN IV	\$ 135.00 / HOUR
SENIOR TECHNICIAN III	\$ 130.00 / HOUR
SENIOR TECHNICIAN II	\$ 124.00 / HOUR
SENIOR TECHNICIAN I	\$ 118.00 / HOUR
TECHNICIAN IV	\$ 116.00 / HOUR
TECHNICIAN III	\$ 113.00 / HOUR
TECHNICIAN II	\$ 109.00 / HOUR
TECHNICIAN I	\$ 106.00 / HOUR
OFFICE MANAGER	\$ 112.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 102.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 98.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 94.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 89.00 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH  
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**