



****AMENDED AGENDA
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 32
Council Chambers, City Hall

November 2, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 31 on October 19, 2021 as presented.
2. Approve the appointment of Katie McConnell to the full-time position of Communication Specialist for the Ottumwa Police Department, effective November 16, 2021.
3. Civil Service Commission Eligibility Lists for October 27, 2021: Zoning & Housing Coordinator Entrance and Promotional, WPCF Operator Entrance, Airport Maintenance Worker Entrance and Promotional.
4. Approve updated Salary Schedule, effective July 1, 2021.
5. Approve participation in the Iowa Department of Transportation's paint program to purchase paint for the Traffic Maintenance Department for the 2021/22 Fiscal Year, with an estimated total of \$10,992.26.
6. Resolution No. 203-2021, approve Fraud Reporting Policy as drafted by the Finance Department to comply with State and Federal Regulations.
7. Beer and/or liquor applications for: Benchwarmers Eatery & Sports Lounge with outdoor service area, 2209 Roemer; Fine Liquor & Tobacco, 819B Albia Rd.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Presentation – TIF and Economic Development

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid review and contract award for asbestos removal and disposal of materials at 602 E. Mary Street.

RECOMMENDATION: Accept bid and award contract to Dustan Smith of Environmental Edge for the sum of \$10,200 and authorize the Mayor to sign the contract.

2. Bid review and contract award for demolition and disposal of 602 E. Mary Street.

RECOMMENDATION: Accept bid and award contract to Tim Skinner for the sum of \$4,300 and authorize the Mayor to sign the contract.

3. Bid review and contract award for demolition, clean-up and disposal of asbestos contaminated structure and debris at 308 W. Sixth Street.

RECOMMENDATION: Accept bid and award the contract to Dan Laursen for the sum of \$30,000 and authorize the Mayor to sign the contract.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Bonita Urban Renewal Plan.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 201-2021, determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Bonita Urban Renewal Plan.

RECOMMENDATION: Pass and adopt Resolution No. 201-2021.

- D. Ordinance No. 3187-2021, an ordinance providing that general property taxes levied and collected each year on all property located within the Bonita Urban Renewal Area, in the City of Ottumwa, County of Wapello, State of Iowa, by and for the benefit of the State of Iowa, City of Ottumwa, County of Wapello, Ottumwa Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Bonita Urban Renewal Area (The Bonita Urban Renewal Plan).

RECOMMENDATION: Pass the first consideration of Ordinance No. 3187-2021.

2. This is the time, place and date set for a public hearing on the proposal to enter into a Development Agreement with HCI52501 Investment, LLC.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 202-2021, approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and HCI52501 Investment, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 202-2021.

H. RESOLUTIONS:

1. Resolution No. 166-2021, approve a Right-of-Way License Agreement between the City of Ottumwa and PEG Bandwidth IL, LLC and authorize the Mayor to sign said Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 166-2021.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

- ** 1. Petition No. 5085-2021: 748 signatures petition for the City Council to vote “No” on the proposed 20 year Tax Increment Financing (TIF) to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Ave.

ADJOURN

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****AMENDED to add Petition No. 5085-2021 to proceedings.**



| CITY OF |
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FAX COVER SHEET

City of Ottumwa

DATE: 10/30/21 TIME: 11:55 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: Amended Agenda for the Regular City Council Meeting #32 to be held on
11/02/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 4815
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 96847834
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96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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DEPT. ID	4717	
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	916606271885	KTVO
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TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

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Council Chambers, City Hall

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RECOMMENDATION: Pass the first consideration of Ordinance No. 3187-2021.

2. This is the time, place and date set for a public hearing on the proposal to enter into a Development Agreement with HCI52501 Investment, LLC.

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RECOMMENDATION: Pass and adopt Resolution No. 202-2021.

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1. Resolution No. 166-2021, approve a Right-of-Way License Agreement between the City of Ottumwa and PEG Bandwidth IL, LLC and authorize the Mayor to sign said Agreement.

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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #32 to be held on
11/02/2021 at 5:30 P.M.

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JOB NO. 4812
DEPT. ID 4717
ST. TIME 10/29 10:09
SHEETS 4
FILE NAME
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TRANSACTION OK 96847834
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MEMO: Tentative Agenda for the Regular City Council Meeting #32 to be held on
11/02/2021 at 5:30 P.M.

Item No. B.-1.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 31
Council Chambers, City Hall

October 19, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Dalbey moved, seconded by Roe to approve the following consent agenda items and pulling Item B-10, Res. No. 192-2021, approving Cybersecurity Handbook, to be voted on separately. Mins. from Regular Mtg. No. 30 on Oct. 5, 2021 as presented; Ack. of Sept. financial rpts. and pymt. of bills as submitted by Finance Dept.; Recommend reappointment of Mark Hanson and Leisa Walker to Ottumwa Housing Auth., terms to expire 11/22/2023; Approve appointments of Austin Kennedy, Colton Mitchell, and Cooper Shelton to Airport Line Tech. at the Ottumwa Airport on or about Oct. 31, 2021; Community Planning Month Proclamation; Red-Ribbon Week Proclamation for the Ottumwa Elks Lodge #347; Accept donation from Main Street Ottumwa for 2019 Polaris to be utilized by City Parks Dept.; Res. No. 194-2021, approve update to City of Ottumwa Personnel Policies; Beer and/or liquor applications for: Mizu Hibachi & Sushi, Inc., 1111 Quincy Ave., Ste. 111; Club 888, 123 W. Third; Mexico Lindo, 530 W. Second; all applications pending final inspections. Motion carried 4-0 vote. Council member Berg was absent.

Dalbey moved, seconded by Meyers that Res. No. 192-2021, approve Cybersecurity Handbook for the City of Ottumwa, be passed and adopted. HR Dir. Codjoe stated this policy will be uploaded into UKG where all employees can view and sign off that they read and understand the policy; inclusive to all staff. Motion carried 4-0 vote. Council member Berg was absent.

Roe moved, seconded by Johnson to approve the agenda as presented. Motion carried 4-0 vote. Council member Berg was absent.

Andy Wartenberg presented quarterly update from *Meet Ottumwa* (rebranded Greater Ottumwa Convention & Visitors Bureau CVB).

Police Chief Farrington presented on Computer Aided Dispatch (CAD); along with Tim Richmond, EMA Coordinator, Sheriff Phillips, and TJ Millikin, Supv., Dispatch & Records at OPD.

City Admin. Rath reminded all that the City Election will be Nov. 2, 2021; three council and one mayoral seat will be filled.

He also discussed some items that surfaced during the Candidate Forum put on by the Iowa League of Women Voters. No official vote has taken place on the Bonita Urban Renewal Project; this item will be before council on Nov. 2; we cannot have a development agt. without TIF and we can't have TIF without the Urban Renewal Plan and Urban Renewal Area, so all items are connected. Please route questions to City Admin. or Community Development Dir. so they can be answered during presentation/public hearing on Nov. 2. Want to make sure everyone is well informed before voting.

Mayor Lazio took a point of privilege and called upon CDD Simonson to report on an award rec'd. *Our Ottumwa 2040 Comp. Plan* received the Daniel Burnham Award for a Comprehensive Plan during the American Planning Assoc. IA Chapter Conference this month. This award is a recognition that the Legacy Foundation, steering committee, Confluence and City Staff made a superior effort to create a plan

that reflected the community's priorities and goals for housing, quality of life, growth and celebrating diversity.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. There were none.

Roe moved, seconded by Meyers to approve and auth. City Admin. to engage Commercial Appraisers of IA, Inc. to complete an official appraisal of transit property to comply with State and Federal regulations. Rath stated June 30, 2020 was the last day Ottumwa Transit operated from the Emma St. location. Per the agt. with 10-15, their operations cont. over the following year. Earlier this year, the City rec'd interest in the property from Wapello County Emergency Mgmt. In order for the City to consider selling the property or a long-term lease, it needs to be free and clear of the prior federal and state funding obligations. Per the federal regulations, this will require a specific appraisal to be conducted and the City will be required to "purchase back" the property. Motion carried 4-0 vote. Council member Berg was absent.

Meyers moved, seconded by Dalbey that Res. No. 183-2021, auth. Mayor to execute an Easement Agt. for Construction and Maintenance of Public Improv. for CSO, Blake's Branch Ph. 8, Div. 1 Project, be passed and adopted. PW Dir. Seals reported this is the final easement necessary for this project. 220 N. Birch, Arletta Darner is where this easement will be located. Motion carried 4-0 vote. Council member Berg was absent.

Roe moved, seconded by Dalbey that Res. No. 193-2021, auth. an Agt. for Professional Services between the City and Design Workshop for a Master Plan for Greater Ottumwa Park, be passed and adopted. Simonson reported we rec'd responses from five highly qualified firms to create the Master Plan for our Greater Ottumwa Park. A selection team including city staff and reps from Legacy Foundation and Area 15 RPC reviewed submissions and selected Design Workshop out of Raleigh, NC. Scope of services and proposed work plan were superior to all other proposals; with their two site-wide alternatives. The planning process is divided into two tasks: Task 1 is est. a foundation of understanding and is scheduled to last 3 months. Task 2 is developing the Master Plan and is scheduled to last 6 months. Proposed fee \$183,875 - \$215,875, plus reimbursable expenses for travel. Legacy is considering a contribution request of \$75,000 toward the project. City Finance has proposed applying existing CIP funding for the balance as well as cont. to identify community partners willing to assist in the cost of the plan. Motion carried 4-0 vote. Council member Berg was absent.

Dalbey moved, seconded by Roe that Res. No. 195-2021, approving Change Order No. 1 and accepting the work as final and complete and approving Final Pay Request for River Wall Extension Project, be passed and adopted. Seals reported CO#1 increases contract by \$3,402.09; new total contract sum \$60,147.63. Motion carried 4-0 vote. Council member Berg was absent.

Meyers moved, seconded by Johnson that Res. No. 196-2021, approving Change Order No. 2 for the Milner St. Reconstruction Project, be passed and adopted. Seals reported CO#2 increases contract by \$8,495.05; new total contract sum \$2,513,548.82. Motion carried 4-0 vote. Council member Berg was absent.

Johnson moved, seconded by Meyers that Res. No. 197-2021, fixing date for a public hearing on the proposal to enter into a Development Agt. with HCI52501 Investment, LLC, and providing for publication of notice thereof, be passed and adopted. Simonson reported this sets a PH for the proposed development of 108 units of housing on Bonita Ave. The PH will be Nov. 2, 2021 at 5:30 P.M. in council chambers. The Development Agt. includes a Tax Increment Financing (TIF) rebate that is contingent on

approving the Urban Renewal Plan (URP). Council member Roe stated this may be the first or second most amount of comments he has rec'd on any agenda item he has taken part in, so people are listening and voicing their opinions. Vote taken: Ayes: Meyers, Johnson, Dalbey. Nays: Roe. Absent: Berg. Motion carried 3-1.

Roe moved, seconded by Dalbey that Res. No. 198-2021, auth, Mayor to execute an Easement Agt. for Construction and Maintenance of Public Improvements for the Richmond Ave. Pump Station Improv. Project, be passed and adopted. Seals reported this is for the property at 613 Richmond Ave., Impact Properties, LLC. Motion carried 4-0 vote. Council member Berg was absent.

Johnson moved, seconded by Meyers that Res. No. 199-2021, approving 28E Agt. between Ottumwa School District, the Friends of Ottumwa's Parks, and the City related to est. tree nurseries, be passed and adopted. Rath reported the two locations will be Liberty Elementary and James Elementary. Motion carried 4-0 vote. Council member Berg was absent.

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

There being no further business, Johnson moved, seconded by Roe that the meeting adjourn. Motion carried 4-0 vote. Council member Berg was absent.

Adjournment was at 6:50 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, CMC, City Clerk


CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 2, 2021

Police
Department

Karen Bumsted

Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Approve the appointment of Katie McConnell to the full-time position of Communication Specialist for the Ottumwa Police Department.

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 appointment of Katie McConnell to the full-time position of Communication Specialist for the Ottumwa Police Department effective November 16, 2021.

DISCUSSION: The appointment of Katie McConnell will fill an opening caused by the resignation of Shelby Smith. McConnell graduated from Ottumwa High School and Indian Hills Community College. Currently she is employed with State Farm Insurance and this position is included in the 2021/2022 Police Department budget. This appointment is pending test results.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

OTTUMWA CIVIL SERVICE COMMISSION

**Zoning & Housing Coordinator
Entrance Eligibility List**

1. Anthony Duprey
2. Jacob Canny

Promotional Eligibility List

1. Jake Rusch
2. Jeremy Lipe
3. Jeffrey Hamann

Certified October 27, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

WPCF Operator Entrance Eligibility List

1. Andrew Cole
1. Nathaniel Williams
3. Dustin Carman
4. Jason Guyette

Certified October 27, 2021

OTTUMWA CIVIL SERVICE COMMISSION

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OTTUMWA CIVIL SERVICE COMMISSION
Airport Maintenance Worker

Entrance Eligibility List

1. Nathaniel Williams
2. Leslie Gaskill
3. Douglas Strickler
4. Kevin Eklofe
5. Scott McCoy
6. Mathew Heckart
7. John Rosenbalm

Promotional Eligibility List

1. Vernon (Bud) Guyette
2. Aaron Short
3. Tom Rea
4. Jeff Kropf
5. Jeremy Marts
6. Frank Stanton
7. James Tray

Certified October 27, 2021

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CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 2, 2021

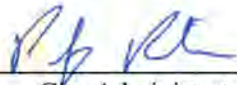
Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head



City Administrator Approval

AGENDA TITLE: Approve updated Salary Schedule

Public hearing required if this box is checked.

RECOMMENDATION: Approve updated Salary Schedule

DISCUSSION: We are increasing the hourly wage for some of our staff at The Beach. As our local employers raise their rates, we need to match to continue to get employees. Wages around the state are comparable to this amount. The Beach has also increased it's revenue this year and it will be important to continue to provide a great level of support to continue through the winter.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

	Current	Proposed
Seasonal Concessions Supervisor (SCS) (56):		
Year 1: (SCS1)	\$10.00	\$11.00
Year 2: (SCS2)	\$11.00	\$12.00
Year 3: (SCS3)	\$12.00	\$13.00
Lifeguards: (58)		
Year 1: (BL1)	\$9.00	\$10.00
Year 2: (BL2)	\$9.25	\$10.50
Year 3: (BL3)	\$9.50	\$11.00
Admissions: (BA1) (62)	\$8.00	\$9.00
Concessions: (BC1) (64)	\$8.00	\$9.00
Evening Janitor/Seasonal Maintenance (66):		
Year 1: (BME1)	\$9.25	\$9.50
Year 2: (BME2)	\$9.50	\$9.75

^ WPCF SUPERINTENDENT (36)						
GSR1	GSR2	GSR3	GSR4	GSR5	GSR6	
34.58	36.31	38.13	40.03	42.03	44.13	

**Administrative Assistant is also currently an HR Coordinator. An additional \$5,000 per year in 2020 (\$2.40 per hour) was provided for the HR Coordinator responsibilities. This amount will add the additional 2% COLA for 2021 which will make it \$2.45 an hour.

^ This will not be in line with other Pay Codes – It is not the 5% above previous pay grades.

PART-TIME EMPLOYEES

AIRPORT LINE TECHNICIAN (50)

Year 1: (ALT1)	\$12.00
Year 2: (ALT2)	\$13.00
Year 3: (ALT3)	\$14.00

SEASONAL EMPLOYEES

(This includes all departments with no exceptions unless approved by the City Administrator.)

STREETS, AIRPORT, PARKS, CEMETERY & WPCF MAINTENANCE (SPW) (52):

1 st year of employment – (SPW1)	\$11.00 per hour
2 nd year of employment – (SPW2)	\$12.00 per hour

BEACH EMPLOYEES:

Seasonal Aquatics Supervisor (SAS) (54):	Seasonal Concessions Supervisor (SCS) (56):
Year 1: (SAS1) \$11.00	Year 1: (SCS1) \$11.00
Year 2: (SAS2) \$12.00	Year 2: (SCS2) \$12.00
Year 3: (SAS3) \$13.00	Year 3: (SCS3) \$13.00

Lifeguards: (58)

Year 1: (BL1)	\$10.00
Year 2: (BL2)	\$10.50
Year 3: (BL3)	\$11.00

Water Aerobics / Swim Instructors (60)

Year 1: (WAS11)	\$10.00
Year 2: (WAS12)	\$11.00
Year 3: (WAS13)	\$12.00

Admissions: (BA1) (62)	\$9.00
Concessions: (BC1) (64)	\$9.00

Evening Janitor/Seasonal Maintenance (66):

Year 1: (BME1)	\$9.50
Year 2: (BME2)	\$9.75

LONGEVITY SCHEDULE APPLIED TO ALL FULL-TIME NON-UNION POSITIONS:

5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	25 Yrs.	30 Yrs.
\$300	\$600	\$900	\$1,200	\$1,500	\$1,800
0.14	0.29	0.43	0.58	0.72	0.87

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 2, 2021

Traffic
Department

Kelly Blankenship
Prepared By

Larry Seals *Larry Seals*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Purchase paint from the State of Iowa for the Traffic Maintenance Department.

****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 participation in the Iowa Department of Transportation's paint program.

DISCUSSION: The City purchases paint on a yearly basis from the Iowa Department of Transportation through the State Bid. By purchasing through the State, the City can get the best prices available. The City submits an estimated quantity of paint needed for the upcoming season. This purchase will be for the 2021/2022 Fiscal Year. The estimated price for the paint request is \$10,992.26

The bidding procedure is performed by the Iowa Department of Transportation. The IDOT gathers estimated quantities statewide, then bids that total estimated paint quantity. Final prices are not known until the bids are received. The projected prices may fluctuate by the time we are invoiced in April 2022.

For the Fiscal Year 2020/2021 we purchased \$10,106.96 of paint and reflective beads.

This purchase was included and approved in the 2021/2022 budget.

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No



Paint and Bead Order Form

Please Return your order quantities for FY2022 Paint and Beads by **October 31st, 2021** to:

With orders less than full truckloads please contact:

Bonnie Cooklin, Inventory Specialist

800 Lincoln Way

Ames, IA 50010

Email: bonnie.cooklin@iowadot.us

Phone No. 515-450-1162 or 515-239-1047

Customer Information:

City/County Name: City of Ottumwa Customer Acct. #: _____

Mailing Address: 105 E 3rd St.

City: Ottumwa Zip Code: 52501

Date: 10-18-21 PO #: _____

Contact Person & Phone# Brian Lewis 641-799-4451 Email Addresses m.tchellik@ottumwa.us

If ordering **Full Truckloads** or **Totes/Sling Bags** of Paint or Beads- you will need to contact the Mfg. directly: See contact below.

Water Base Traffic Paint

Description	Container Size	Price	Dot Stock #	Who to Contact to Order	Order Quantity
White Fast Dry	275 gal. totes/11 totes per truckload	\$8.11	016-045054	Please contact MFG directly when ordering this product. See Below	
Yellow Fast Dry	275 gal. totes/11 totes per truckload	\$7.97	016-047560	Please contact MFG directly when ordering this product.	
White Fast Dry	55 gal. drum	\$525.75	016-045057	When Order Truck Loads, please see below	
Yellow Fast Dry	55 gal. drum	\$517.98	016-047557	When Order Truck Loads, please see below	
White Fast Dry	5 gal. Pails/Cans	\$48.83	016-045053	When Order Truck Loads, please see below	66
Yellow Fast Dry	5 gal. Pails/Cans	\$48.18	016-047555	When Order Truck Loads, please see below	114

Reflectorizing Spheres (Beads)

Description	Container Size	Price	Dot Stock#	Who to Contact to Order	Order Quantity
Reflectorizing Spheres	50 lb. Bags	\$20.33	002-027400	When Order Truck Loads, please see below	112
Reflectorizing Spheres	2000 lb. Totes/Sling Bags	.3738	002-027500	When Order Truck Loads, please see below	
Large Reflectorizing Spheres	50 lb. Bags	\$24.86	002-027450	When Order Truck Loads, please see below	
Large Reflectorizing Spheres	2000 lb. Totes/Sling Bags	\$994.41	002-027750	When Order Truck Loads, please see below	

Notice: Only contact the Manufactures directly when ordering totes/slings and full truckloads of paint or beads.

IDOT Contract No. 7697

Paint Supplier Information:

Diamond Vogel Paint

819 W 7th Street

Sioux City, IA 51102

Email: Chad.Hamill@Diamondvogel.com

Phone No. 712-360-2858

Contract good through 3/31/22

IDOT Contract No. 7986

Reflectorizing Spheres Supplier Information:

Potters Industries LLC

300 Lindenwood Dr

Malvern, PA 19355

Email: Yvonne.Harris@pottersbeads.com

Phone No. 610-651-4714

Contract good through 3/31/22

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 2, 2021

Finance
Department

Kala Mulder
Prepared By
Kala Mulder
Department Head

Rp Rt
City Administrator Approval

AGENDA TITLE: Resolution 203-2021 Approve Fraud Reporting Policy

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 & Adopt Resolution 203-2021

DISCUSSION: Policies for the City of Ottumwa are being adopted in order for the City to be in compliance with State of Iowa and Federal Regulations.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 203-2021

RESOLUTION APPROVE FRAUD REPORTING POLICY

WHEREAS, staff for the City of Ottumwa has drafted the Fraud Reporting Policy to meet the needs of both employees and employer, and finds that approval of said policy would be in the best interest of the City and the employees of the City, and;

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

APPROVED, PASSED AND ADOPTED, this 2nd day of November 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



[CITY OF]
O T T U M W A

Fraud Reporting Policy

2 CFR Part 200 Subpart B-General Provisions
200.113 Mandatory Disclosures

In compliance with Uniform Grant Guidance, in Title 2 Code of Federal Regulation (C.F.R.) Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this policy is adopted.

A non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

If an employee, elected official, board or commission member, volunteer, agent, etc. learns of a violation of Federal criminal law involving fraud, bribery, or gratuity potentially affecting a Federal grant, they will report the violation to: Director of Finance.

The Director of Finance is responsible for reporting the violation to the relevant federal agency, or pass-through agency in writing, and in a timely manner.

Passed and adopted this _____ day of _____

Print and Sign Date

Attest Print and Sign Date

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 2, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Bid review and contract award for asbestos removal and disposal of materials at 602 E. Mary Street

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

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

RECOMMENDATION: Accept bid and award the contract to Dustan Smith for the sum of \$10,200

DISCUSSION: The City accepted bids for this project until 2:00 P.M. October 26, 2021. Three bids were received. Dustan Smith was the best asbestos removal bidder for the sum of \$10,200. Staff recommends awarding him the contract.



REQUEST BID FOR ASBESTOS REMOVAL, DEMOLITION AND DISPOSAL OF 602 E. MARY STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
602 E. Mary Street	\$10,700. ⁰⁰	\$11,000. ⁰⁰	\$21,700. ⁰⁰

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

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

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

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

B Initial Form Here

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

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

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


Signature

Dustin Smith
Printed Name

2801 Roemer Ave
Address

641-736-4483
Telephone Number

Atomua, Iowa 52501
City, State, Zip

10-26-2021
Date

dustanp@msn.com
E-mail Address

Environmental Edge
2001 Roemer Ave
Ottumwa, IA 52501

2021 OCT 26 PM 1:55

City Clerk
105 East Third St
Ottumwa IA
52501

602 E Mary St

Cash #2120

602 E Mary Street

Bidder	Asbestos	Demolition
Tim Skinner	None	\$4,300
Dustan Smith	\$10,200	\$11,000
Dan Laursen	\$12,000	\$8,000

ASBESTOS REMOVAL AND MATERIALS DISPOSAL CONTRACT

This contract made and entered into, in duplicate, at Ottumwa, IA this **2nd day of November 2021** by and between the **City of Ottumwa, IA**, hereinafter called the “**OWNER**” and **DUSTAN SMITH**, hereinafter called the “**CONTRACTOR**”. WITNESSETH:

The contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of:

Asbestos removal and disposal of materials at the following property is to be completed within **thirty (30) working days** of the date on the “Notice to Proceed” in accordance with the bid documents at the following locations to wit:

Location Address: 602 E. Mary Street - \$10,200

It is understood and agreed:

The Contractor shall commence removal within such time and work continuously as to be completed by the date indicated in this contract. The Contractor shall forfeit **\$250.00 per working day** required to complete the contract after the aforesaid completion date. A working day as used herein, shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, or on which weather or other conditions (not under the control of the Contractor) will permit the removal operations to proceed for not less $\frac{3}{4}$ of a normal work day in the performance of a controlling item of work.

An extension of the contract period may be granted by the Director for additional work requiring additional removal time. An extension may also be granted by the Director for inclement weather or Acts of God that interfere with the Contractor’s ability to work.

The Certificate of Insurance and the Performance Bond, cashier’s check or Irrevocable Letter of Credit MUST be on file with the City Clerk within five (5) working days of the awarding of the contract and BEFORE the “Notice to Proceed” will be issued.

The work under the proposed contract shall be commenced within **fifteen (15) days after the issuance of the “Notice to Proceed”** and shall be completed as stated in the Notice to Proceed and in this contract.

The owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for non-performance of this contract.

The Contractor must comply with all Federal, State, and Local Laws and Ordinances. In addition, all OSHA, NFPA, and ADA regulations must be complied with.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the City, in the amount of \$1,000,000.00 combined single limit, must be furnished to the City. The City of Ottumwa must be included as an additional insured to, and be so stated on, the certificate of insurance. Also, Worker’s Compensation coverage in accordance with the State of Iowa statutes must be provided.

The Contractor hereby agrees to and shall defend, indemnify and save harmless the City of Ottumwa, IA, and any other jurisdiction or agency issuing permits for any work in the improvement, their officers,

agents and representatives from all suits, actions, loss, damage, expense, costs or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, it's employees or agents or any other person, in fulfillment of the contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising from or recovered under Worker's Compensation laws or any other law, bylaws, ordinance or order of decree.

The Contractor will insure a drug free environment in accordance with Federal regulations.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in the bid document, which is a part of this contract. Said payment is to be made after inspection of the work and upon presentation of an invoice for aforesaid demolition/removal.

IN WITNESS WHEREOF, This Contract has been executed in duplicate on the date herein written.

CITY OF OTTUMWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CONTRACTOR SIGNATURE

Contractor Printed Name

Address

City, State, Zip

Phone Number

Date Contractor Signed

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 2, 2021

Jody Gates

Prepared By

Zach Simonson

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Bid review and contract award for demolition and disposal of 602 E. Mary Street

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

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

RECOMMENDATION: Accept bid and award the contract to Tim Skinner for the sum of \$4,300

DISCUSSION: The City accepted bids for this project until 2:00 P.M. October 26, 2021. Three bids were received. Tim Skinner was the best demolition bidder for the sum of \$4,300. Staff recommends awarding him the contract.



[CITY OF]
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL, DEMOLITION AND
DISPOSAL OF 602 E. MARY STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
602 E. Mary Street		\$4300 ⁰⁰	\$4300 ⁰⁰

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

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

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

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

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

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

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

[Handwritten Signature]
Signature

TIM SKINNER TRKING & EXC
Printed Name

16585 15th ST
Address

641-777-6053
Telephone Number

OTTUMWA IA
City, State, Zip

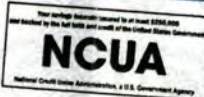
10-26-21
Date

COWFARMER1617@gmail.com
E-mail Address

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.



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



RIVER COMMUNITY CREDIT UNION
OTTUMWA, IOWA 52501

066780

PAY TO THE
ORDER OF

CITY OF OTTUMWA *****
FOUR HUNDRED THIRTY DOLLARS ONLY

⇒⇒⇒⇒ PAY ONLY \$430.00

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

Ref: BID BOND MARY ST.

CASHIER'S CHECK

26 OCT 21
\$430.00

VOID AFTER 90 DAYS.

[Handwritten Signature]
AUTHORIZED SIGNATURE



Security Features Included Details on back

OTTUMWA
CITY OF BRIDGES... RIVER OF OPPORTUNITY

CITY HALL
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

TIM SKINNER TRUCKING
16585 11th ST
OTTUMWA IA 52501

CITY OF OTTUMWA
105 EAST THIRD ST
OTTUMWA IA 52501

" DEMO BID "
602 E MARY ST

11
10-10

602 E Mary Street

Bidder	Asbestos	Demolition
Tim Skinner	None	\$4,300
Dustan Smith	\$10,200	\$11,000
Dan Laursen	\$12,000	\$8,000

DEMOLITION AND DISPOSAL CONTRACT

This contract made and entered into, in duplicate, at Ottumwa, IA this **2nd day of November 2021** by and between the **City of Ottumwa, IA**, hereinafter called the “**OWNER**” and **TIM SKINNER TRUCKING & EXCAVATING**, hereinafter called the “**CONTRACTOR**”. WITNESSETH:

The contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of:

Demolition and disposal at the following property is to be completed within **thirty (30) working days** of the date on the “Notice to Proceed” in accordance with the bid documents at the following locations to wit:

Location Address: 602 E. Mary Street - \$4,300

It is understood and agreed:

The Contractor shall commence removal within such time and work continuously as to be completed by the date indicated in this contract. The Contractor shall forfeit **\$250.00 per working day** required to complete the contract after the aforesaid completion date. A working day as used herein, shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, or on which weather or other conditions (not under the control of the Contractor) will permit the removal operations to proceed for not less $\frac{3}{4}$ of a normal work day in the performance of a controlling item of work.

An extension of the contract period may be granted by the Director for additional work requiring additional removal time. An extension may also be granted by the Director for inclement weather or Acts of God that interfere with the Contractor's ability to work.

The Certificate of Insurance and the Performance Bond, cashier's check or Irrevocable Letter of Credit MUST be on file with the City Clerk within five (5) working days of the awarding of the contract and BEFORE the “Notice to Proceed” will be issued.

The work under the proposed contract shall be commenced within **fifteen (15) days after the issuance of the “Notice to Proceed”** and shall be completed as stated in the Notice to Proceed and in this contract.

The owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for non-performance of this contract.

The Contractor must comply with all Federal, State, and Local Laws and Ordinances. In addition, all OSHA, NFPA, and ADA regulations must be complied with.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the City, in the amount of \$1,000,000.00 combined single limit, must be furnished to the City. The City of Ottumwa must be included as an additional insured to, and be so stated on, the certificate of insurance. Also, Worker's Compensation coverage in accordance with the State of Iowa statutes must be provided.

The Contractor hereby agrees to and shall defend, indemnify and save harmless the City of Ottumwa, IA, and any other jurisdiction or agency issuing permits for any work in the improvement, their officers,

agents and representatives from all suits, actions, loss, damage, expense, costs or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, its employees or agents or any other person, in fulfillment of the contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising from or recovered under Worker's Compensation laws or any other law, bylaws, ordinance or order of decree.

The Contractor will insure a drug free environment in accordance with Federal regulations.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in the bid document, which is a part of this contract. Said payment is to be made after inspection of the work and upon presentation of an invoice for aforesaid demolition/removal.

IN WITNESS WHEREOF, This Contract has been executed in duplicate on the date herein written.

CITY OF OTTUMWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CONTRACTOR SIGNATURE

Contractor Printed Name

Address

City, State, Zip

Phone Number

Date Contractor Signed

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 2, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson
Department Head


City Administrator Approval

AGENDA TITLE: Bid review and contract award for demolition, clean up and disposal of asbestos contaminated structure and debris at 308 W. Sixth Street

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

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

RECOMMENDATION: Accept bid and award the contract to Dan Laursen for the sum of \$30,000

DISCUSSION: The City accepted bids for this project until 2:00 P.M. October 26, 2021. One bid was received from Dan Laursen in the amount of \$30,000. This is a fire damaged house contaminated with asbestos. Staff recommends awarding him the contract.

Source of Funds: 151-3-342-6499

Budgeted Item:

Budget Amendment Needed:



REQUEST FOR BID FOR DEMOLITION AND DISPOSAL OF
ASBESTOS CONTAMINATED STRUCTURE AT 308 W. SIXTH
STREET OTTUMWA, IOWA

BID FORM

TASKS	BID AMOUNT
Demolition and disposal of asbestos contaminated structure at 308 W. Sixth Street Ottumwa, Iowa Only asbestos contractors may bid this project	\$ 30,000 ⁰⁰ -

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

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

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share

draft, as described above, or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted. **All of the debris from this property is declared to be asbestos contaminated and must be removed and disposed of by a licensed asbestos contractor.**

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


Signature

DAN LAURSON
Printed Name

510 Monnell Rd
Address

641-799-7518
Telephone Number

Ottawa - IL 62501
City, State, Zip

Oct 26th 2021
Date

DAN LAURSON 442 4A100.COM
E-mail Address

COMMUNITY 1ST CREDIT UNION

CASHIER'S CHECK

No. 0000656108

Acct: 0340047573 Teller: 1626 Date: 10/26/21 Time: 1:43pm

See receipt for reference

Check Number: 00 0000656108
Purpose : DANIEL R LAURSEN
Amount : \$3,000.00

CITY OF OTTUMWA

Community 1st Credit Union

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS

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. 0000656108
72-7572/2739

PAY

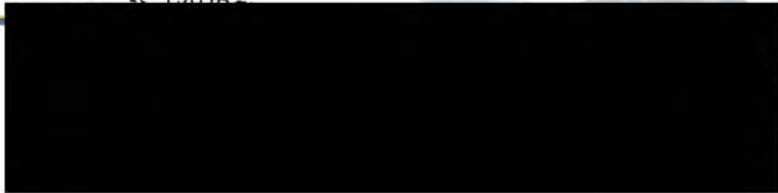
TO THE
ORDER
OF

*** THREE THOUSAND DOLLARS AND 00 CENTS ***
EXACTLY 3,000 Dollars 00 cents
CITY OF OTTUMWA

10/26/21

\$3,000.00

DANIEL R LAURSEN



VOID AFTER 90 DAYS

James M Hill

AUTHORIZED SIGNATURE



Dan Laursen Excavating

DBA Asbestos Abatement & Inspections of Iowa
510 Morrell Drive
Ottumwa, Iowa 52501

OCT 25

308 - W. Sixth St.

Ottumwa - IA - 52501

DEMOLITION AND DISPOSAL OF ASBESTOS CONTAMINATED STRUCTURE CONTRACT
308 W. SIXTH STREET OTTUMWA, IOWA

This contract made and entered into, in duplicate, at Ottumwa, IA this **2nd day of November 2021** by and between the **City of Ottumwa, IA**, hereinafter called the "**OWNER**" and **DAN LAURSEN**, hereinafter called the "**CONTRACTORS**". WITNESSETH:

The contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of:

Demolition, clean-up and disposal of asbestos contaminated building debris is to be completed within **thirty (30) working days** of the date on the "Notice to Proceed" in accordance with the bid documents at the following locations to wit:

Location Address: 308 W. Sixth Street - \$30,000

It is understood and agreed:

The Contractor shall commence removal within such time and work continuously as to be completed by the date indicated in this contract. The Contractor shall forfeit **\$250.00 per working day** required to complete the contract after the aforesaid completion date. A working day as used herein, shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, or on which weather or other conditions (not under the control of the Contractor) will permit the removal operations to proceed for not less $\frac{3}{4}$ of a normal work day in the performance of a controlling item of work.

An extension of the contract period may be granted by the Director for additional work requiring additional removal time. An extension may also be granted by the Director for inclement weather or Acts of God that interfere with the Contractor's ability to work.

The Certificate of Insurance and the Performance Bond, cashier's check, cash or Irrevocable Letter of Credit MUST be on file with the City Clerk within five (5) working days of the awarding of the contract and BEFORE the "Notice to Proceed" will be issued.

The work under the proposed contract shall be commenced within **fifteen (15) days after the issuance of the "Notice to Proceed"** and shall be completed as stated in the Notice to Proceed and in this contract.

The owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for non-performance of this contract.

The Contractor must comply with all Federal, State, and Local Laws and Ordinances. In addition, all OSHA, NFPA, and ADA regulations must be complied with.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the City, in the amount of \$1,000,000.00 combined single limit, must be furnished to the City. The City of Ottumwa must be included as an additional insured to, and be so stated on, the certificate of insurance. Also, Worker's Compensation coverage in accordance with the State of Iowa statutes must be provided.

The Contractor hereby agrees to and shall defend, indemnify and save harmless the City of Ottumwa, IA, and any other jurisdiction or agency issuing permits for any work in the improvement, their officers, agents and representatives from all suits, actions, loss, damage, expense, costs or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, it's employees or agents or any other person, in fulfillment of the contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising from or recovered under Worker's Compensation laws or any other law, bylaws, ordinance or order of decree.

The Contractor will insure a drug free environment in accordance with Federal regulations.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in the bid document, which is a part of this contract. Said payment is to be made after inspection of the work and upon presentation of an invoice for aforesaid demolition/removal.

IN WITNESS WHEREOF, this Contract has been executed in duplicate on the date herein written.

CITY OF OTTUMWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

Signature and Printed Name

Address, City, State, Zip

Phone and Date

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 2, 2021

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson *ZS*

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 201-2021: A RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE BONITA URBAN RENEWAL PLAN

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution No. 201-2021

DISCUSSION:

Huegerich Construction is seeking to create 108 units of housing on 10 acres of property on Bonita Ave. The development would include three multi-family buildings. However, the developer has identified a financing gap that is a barrier to completing the project. Tax increment financing is a possible approach to closing this gap. In order to use TIF, the property would need to be included in an Urban Renewal Area. This resolution

Source of Funds:

Budgeted Item: Budget Amendment Needed:

would establish the Bonita Urban Renewal Area which includes the development property. This includes approving and adopting the Bonita Urban Renewal Plan. The Bonita Urban Renewal Plan is included in the packet. It covers the development property and the section of Bonita Avenue which runs from the development property to Highway 149. Iowa Code requires that the Urban Renewal Plan include a designation describing whether the Urban Renewal Area would address blight, economic development, LMI housing, etc. Each designation has distinct limits on urban renewal powers within the URA. This plan designates the Bonita URA as an economic development area appropriate for the development of new low-to-moderate income residential housing units and housing which is necessary to encourage the retention or relocation of industrial and commercial enterprises.

Low-to-moderate income (LMI) housing is a term that requires more explanation as it covers a broad range of categories from low income, income-verified housing developments to workforce housing programs which are affordable by charging affordable rents. For this community the HUD-established 60% of LMI affordable rent is up to \$979 for a two-bedroom and \$1,131 for a three-bedroom. In the proposed project, the developer is pursuing workforce tax credits and has developed a proforma for achieving the LMI standard by charging affordable rents, rather than verifying incomes.

The proposed projects in the Urban Renewal Area include the housing development described above. Projects described in the Urban Renewal Plan are a maximum. For that project, the Bonita URP describes providing a Tax Increment Financing rebate up to 100% of the incremental property tax generated by the housing development for 20 years, not to exceed \$3.5 million. Tax increment financing is an urban renewal power given to cities that allows us to leverage future taxable value to incentivize growth. This rebate is not general fund or other taxpayer money. Instead, the developer will pay their taxes and the tax paid for most levies on the added value will be rebated back to the developer. Because projects in the plan are a maximum, staff recommends that even if the Council supports a smaller incentive, the Council could approve the plan and then approve a development agreement with a smaller incentive. A second project included in the URP is street repair or reconstruction for Bonita. We are concerned that the construction could cause damage to Bonita Ave which will require repair or reconstruction. The estimated cost of repair would be \$250 thousand. We are seeking to use potential tax increment from the development to fund repair or reconstruction if it is necessary. Finally, the plan does include planning, engineering fees and other costs to support projects in the URA as a possible UR project which could use tax increment.

The proposed development property was rezoned for multi-family use in 1975. In the intervening 46 years, no project has been successfully financed and the property continues to lay fallow. Multi-family housing in this area has been a land-use priority as demonstrated by the zoning. This is confirmed by the rezoning of the adjacent parcel in 2018. That parcel was rezoned from R-1 to R-4 with no public comment in opposition. The area between Bonita and Rochester has been consistently prioritized for multi-family housing.

The 2040 Our Ottumwa Comprehensive Plan and the ongoing housing study have identified housing as a critical economic development and quality of life issue for Ottumwa. Insufficient or inadequate housing is a barrier to commercial and economic growth. More housing is necessary to retain existing industry, enable existing industry to have the flexibility to grow and to attract to new industry. Further, new housing provides current residents more housing options and creates market pressure to improve the existing rental housing stock. Addressing the housing challenges in our community will require the City to leverage urban renewal powers, provide incentives when appropriate and make difficult decisions. Staff believes this project is compatible development goals and recommends continuing toward bringing it to fruition. Examples of conformance between the City's development plans and the Bonita URP include:

- Public engagement surveying sought to measure public support for apartment development among other categories of housing. While apartment development was expectedly less popular than other categories, more respondents supported or strongly supported "affordable multi-family housing such as apartments" than did not support or strongly did not support. (16% strongly support, 24% support, 22% do not support, 11% strongly do not support.)
- The Economic Development Chapter prepared by Leland Consulting Group included a 10-Year Attainable Market Demand Analysis by Land Use Category. It identified that in every population growth scenario including the zero growth scenario Ottumwa would see "considerable below-market (including workforce and moderate income) demand" for rental housing. The most likely population growth scenario predicted a regional (8-county) demand for 340 new units of this type of housing. The estimated capture for Ottumwa would be 110 units, almost exactly the size of this development. That positions Ottumwa to capture an outsized portion of the expected regional growth.
- Leland Consulting also prepared a Strengths-Weaknesses-Opportunities-Threats (SWOT) Analysis. A weakness is described as a factor internal to Ottumwa which is potentially harmful to economic growth and opportunity. The SWOT analysis identified the challenge of workforce and low-to-moderate income housing as a weakness.
- A goal identified in the Implementation Chapter is to "foster investment and growth in new housing

in all categories and prices." This includes providing appropriate tiered incentives for new housing developments. While the rebate described in URP is at the high end of allowable incentives, this is also the largest project we have considered. Washington Apartments received a 10 year rebate for a project with only 56 units. That project also had a taxable value of only \$1 million. If there was ever a project appropriate for the highest level of incentive it would be the this one.

There has been much discussion about the impact of TIF on other taxing entities. The County provided a letter in opposition which has been included in your packet. No other taxing entities provided comment. As stated in the staff reply to the County letter, TIF does not stop the generation of all new property taxes for other entities. The City cannot capture or rebate any entity's debt service levy or the school district Instructional Support or Physical Plant levies. New property tax on the incremental value of those levies will still be paid. There are also secondary revenue benefits. The school district receives over \$7 thousand per new pupil in state support. New families pay sales and fuel taxes that support streets projects, debt relief and community betterment. These secondary benefits will be presented more at the meeting.

Finally, JBS has played a key role in this project. JBS recruited the developer. As the area's largest employer, they are especially aware of the challenges housing creates for attracting and retaining talent. They see this project as a first step toward future development which would include opportunities for home ownership and other types of residential development. They also have an interest in helping to ensure the development is harmonious with the neighborhood and we hope that a representative from JBS will be available at this or a subsequent meeting to speak more to those items.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 2, 2021

5:30 P.M.

Bonita Urban Renewal Plan

- Public hearing on the proposed Bonita Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Bonita Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Bonita Urban Renewal Plan

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.

November 2, 2021

The City Council of the City of Ottumwa, State of Iowa, met in _____ 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 _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Bonita Urban Renewal Plan, the Mayor first asked for the report of the Director of Community Development, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Director of Community Development, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Plan, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Bonita Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE BONITA URBAN RENEWAL PLAN" 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 _____, 2021, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE BONITA URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed Bonita Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Bonita Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Bonita Urban Renewal Area as an area suitable for residential economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Bonita Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on October 5, 2021, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Director of Community Development, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Ottumwa Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Bonita Urban Renewal Plan" for the area of the City of Ottumwa, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Bonita Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses

is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Bonita Urban Renewal Plan for the Bonita Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Wapello County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 2nd day of November, 2021.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

Exhibit 1

BONITA URBAN RENEWAL PLAN

for the

BONITA URBAN RENEWAL AREA CITY OF OTTUMWA, IOWA

2021

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- A. LEGAL DESCRIPTION OF BONITA URBAN RENEWAL AREA
- B. BONITA URBAN RENEWAL AREA MAP

**Bonita Urban Renewal Plan
for the
Bonita Urban Renewal Area
City of Ottumwa, Iowa**

A. INTRODUCTION

The Bonita Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Bonita Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Ottumwa, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new low to moderate income (LMI) housing and residential development as defined in the *Code of Iowa* Section 403.17(12) which is necessary to encourage the retention or relocation of industrial and commercial enterprises.

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.”

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of Ottumwa designates this Urban Renewal Area as an economic development area that is appropriate for the development of new LMI residential housing units and housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2021, the taxable valuation as of January 1, 2020, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2021, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

Ottumwa has a general plan for the physical development of the City as a whole outlined in the Our Ottumwa 2040 Comprehensive Plan, updated in 2020. The goals and objectives identified in

this Plan, and the urban renewal projects described herein, are in conformity with the goals and actions identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area contains land that is zoned R-4. The City doesn't anticipate any change in zoning as a result of the proposed development.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective in this Urban Renewal Area is to promote new LMI housing and residential development. The City realizes that the availability of affordable housing is an important component of attracting new business and industry and retaining existing businesses. In order to help stimulate the development of new affordable housing opportunities, one of the City's overall priorities is to investigate and pursue funding options to provide financial support for new residential development.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new LMI residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Ottumwa.
2. To stimulate, through public action and commitment, private investment in new housing and residential development. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for LMI residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To improve housing conditions and increase housing opportunities, particularly for workers and/or LMI individuals.
5. To provide for the installation and upgrade of public works, infrastructure, and related facilities in support of new LMI housing development.
6. To provide a more marketable and attractive investment climate.
7. To preserve the health, safety, living environment, general character, and general welfare of Ottumwa, Iowa.

8. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To acquire property and to hold, clear, or prepare the property for development.
3. To dispose of property so acquired.
4. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
5. To arrange for, or cause to be provided, the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
6. To make loans, forgivable loans, tax rebate payments, or other types of economic development grants or incentives to private persons or businesses to promote housing projects on such terms as may be determined by the City Council.
7. To use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan.
8. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
9. To use tax increment for LMI housing assistance.
10. To borrow money and to provide security therefor.
11. To finance programs that will directly benefit housing conditions and promote the availability of housing affordable to LMI persons in the community.
12. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Ottumwa and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Development Agreements.

a. Huegerich Construction (or a related entity):

This proposed urban renewal project involves providing incentives to assist with the cost of constructing a new LMI residential facility to be developed by Huegerich Construction (or a related entity). The project will involve the construction of 3 apartment buildings with a total of 108 units of workforce housing. Construction is anticipated to take place in 2021-2022.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that may result from development of the residential facility. Under the proposal, up to 100% of the incremental property tax generated by LMI units within the project pursuant to the *Code of Iowa* Section 403.19 is expected to be rebated to the developer for up to a 20-year period. The potential incentive to the developer for the new development is expected not to exceed \$3,500,000, and will be subject to the terms and conditions of a detailed development agreement. These rebates will not be general obligations of the City, but will be subject to annual appropriation and payable solely from incremental property taxes under *Code of Iowa* Section 403.19 and generated by the LMI units within the project.

b. Other Development Agreements.

The City expects to consider requests for development agreements for projects that are consistent with this Plan, as amended, in the County's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the County expects to consider a broad range of incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax increment rebates, public infrastructure assistance, and other incentives. The costs of such development agreements will not exceed \$1,000,000.

2. Bonita Ave. street repair:

In the event that construction of new housing within the Urban Renewal Area results in damage to Bonita Ave., this proposed urban renewal project involves repairing the street.

Project	Estimated Date	Estimated Cost
Repairing or reconstructing approximately 425 feet of street and related curbs, storm sewer, landscaping and utility infrastructure	2021-2025	\$250,000

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL INFORMATION

1.	July 1, 2021, Constitutional Debt Limit	\$51,537,000
2.	Current Outstanding General Obligation Debt	\$28,509,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$4,800,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Ottumwa. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and the disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the eligible urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

O. AGRICULTURAL LAND

Because this Area does not contain land defined as "agricultural land" pursuant to *Code of Iowa* Section 403.17(3), no agricultural landowner consents are required.

P. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area is located within an established Urban Revitalization Area. No tax abatement incentives under the Urban Revitalization Plan or any other plan, policy, or ordinance will be allowed for development that occurs in this Urban Renewal Area absent express written permission of the City Council.

Q. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

R. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

S. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Plan Area, which is also included in an ordinance providing for the division of revenue as set forth in Section 403.19 of the *Code of Iowa* (TIF ordinance), the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years, beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property identified in the TIF ordinance.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A

LEGAL DESCRIPTION OF BONITA URBAN RENEWAL AREA

Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

And

Full width of the right-of-way for Bonita Ave. from Clearview St. to Highway 149.

EXHIBIT B

MAP OF BONITA URBAN RENEWAL AREA



01926648-1\10981-171

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

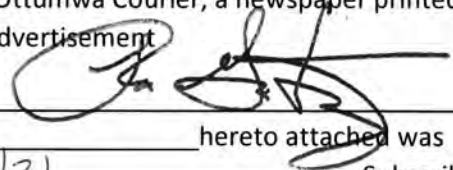
01947060-1\10981-171

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Public Hearing
City of Ottumwa



hereto attached was

published in said newspaper for 1 consecutive week's to-wit: 10/19/21

Subscribed

and sworn to before me, and in my presence, by the said 19th day of OCTOBER, 2021



Notary Public

In and for Wapello County



Printer's fee \$53.50

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED BONITA URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF IOWA
The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on November 2, 2021 in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, to consider adoption of a proposed Bonita Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Ottumwa, State of Iowa. The Bonita Urban Renewal Area is proposed to contain the land legally described as follows: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North lien of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North

Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning. And Full width of the right-of-way for Bonita Ave. from Clearview St. to Highway 149. A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. The City of Ottumwa, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan. The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in low and moderate income residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available

funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa. Dated this 19 day of October, 2021. Christina Reinhard City Clerk, City of Ottumwa, State of Iowa (End of Notice)

PH Notice - Bonita URP; UR A

CONSULTATION MEETING WITH TAXING ENTITIES BONITA URP

October 12, 2021
City Hall, Room 108

11:00 A.M.
105 E. Third St.

Attendance:

Present:

Zach Simonson, Community Development Director
Jerry Parker, Wapello County Supervisor
Michael Lee, CFO Indian Hills Community College

DISCUSSION:

Zach Simonson lead the meeting by stating the Bonita Urban Renewal Plan would potentially create a small district and street repair while providing affordable housing in Ottumwa. There was a question regarding zoning, which it was discussed that the development area is zoned R-4 Multi-Family Residential. It was asked whether the city would have any other expense outside of the rebated tax dollars. The development may proceed even without the urban renewal. Rebates will be important in order for the development to come in under the anticipated \$2,000,000 and not to exceed the projected \$3,500,000. A project of this scope would be impossible to complete without the Tax Increment Financing relief. The project will need to be completed under the \$10,000,000 projection. The funds to complete and finance the rest will need to be established. Another question was how JBS tied in to this project. There is no specific relationship known other than when approached, it was noted they may have employees available to fill vacancies. The City Council will still need to weigh what should be contributed to the project. There was a comment that the public will need time to think about the decision made by council. A concern was whether the decision would be before or after the new council members take office in January. There is a drive to get things started before the weather gets too cold.

The next time the project will be before is the Council is a resolution setting a public hearing to be discussed Tuesday, October 19th. The public hearing would at the council meeting to be held on Tuesday, November 2nd. There will also be the Planning and Zoning Commission meeting on Monday, October 25th, where they will made a recommendation. There will be no fees waived with the rebate. It was addressed that any letters for discussion from the public should be in by Thursday, October 21st.

There were no further questions.

Meeting convened at 11:18 A.M.



Zach Simonson, Community Development Director

ATTESTED


Cathy Shepherd, Clerk

Wapello County Board of Supervisors

215 N. Court Street
Ottumwa, Iowa 52501
Phone (641) 683-4630
Fax (641) 683-6390



October 19, 2021

Subject: Bonita Urban Renewal Plan

To Mayor Tom Lazio:

The City of Ottumwa held their consultation meeting concerning the proposed Bonita Urban Renewal Plan on October 12, 2021. I attended that consultation meeting representing Wapello County. I provided the information I received to the Board of Supervisors at our October 19, 2021 meeting. At that meeting, the Board of Supervisors voted unanimously to object to the proposed Bonita Urban Renewal Plan.

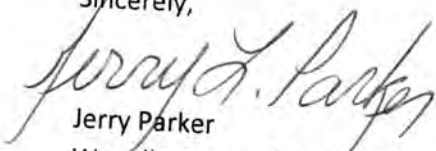
The proposed development can take place without making the area an Urban Renewal District. The only reason to create the Urban Renewal District is so the area can be considered a Tax Increment Finance (TIF) District.

Improvements to the area are already happening. The improvements are happening without the approval of the City Council to create an Urban Renewal Area.

TIF projects do increase property taxes. Each year the city, the county and the school budgets must increase because of salary increases and other inflationary increases. The way to cover these costs is to create new developments that pay property taxes. In this case, the development agreement returns about \$3.5 million in property taxes to the developer. The only way to cover these additional costs to the city, county and school budgets is to increase taxes on the rest of the citizens.

The county objects to the creation of the Urban Renewal District. We further object to the creation of a TIF District which will capture the new tax dollars. We strongly object to any development agreement that returns the tax dollars collected from the development to the developer.

Sincerely,


Jerry Parker
Wapello County Supervisor

R. Brian Morgan

Wayne Hunt

Jerry L. Parker



Board
Of
Supervisors

215 N. Court Street • Ottumwa, Iowa 52501



Zack

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OCT 19 PM 3

PLANNING AND ZONING COMMISSION MINUTES

6:00 p.m. October 25, 2021, Council Chambers

Members present: Don Krieger, Chairperson; Chuck Manson, Vice Chairperson; Michael McDonough; Debra Hutton; Peg Lazio; Lorri Swarney; Rick McFarland

Staff present: Phil Rath, City Administrator; Zach Simonson, Community Development Director; Keelie Johnson, Clerk

Ryan Huegerich, Huegerich Construction, was present for questions.

Krieger called the meeting to order at 6:00 p.m.

Approval of Minutes:

Minutes will be approved at the next regular meeting.

AGENDA:

RECOMMENDATION ON BONITA URBAN RENWAL PLAN

Simonson explained Iowa requires the Planning & Zoning Commission to make a recommendation on the plan.

Rath presented an overview of the five Ws and H for the project.

- Who: HC152501 Investment LLC and JBS Incorporated
- What: Construction of 108 unit private housing development
- Where: Just off Bonita Ave, just under ten acres
- When: This year into next year
- Why: Ottumwa is in need of housing. Housing is one of the four guiding principles, part of community vision, and included in 2040 Plan
- How: Private development of multi-family residential housing unit, estimated project cost is about \$10 million in total including: land acquisition, public improvements, utilities, engineering/design, construction, and any financing cost. Projected revenue on project is estimated at about \$7.5 million. Leaving a \$2.5 million gap.

Rath explained different options to fill the gap. One way is tax rebates. Huegerich gave a brief overview of the funding gap. Rath advised urban renewal and tax increment financing are the methods being considered. He explained the steps for the project and where it is at in the process.

Simonson said he met with Supervisor Parker and an Indian Hills representative regarding the project. The Supervisors oppose the project, specifically the tax increment financing.

Simonson explained the tax increment financing and urban renewal for this particular project, along with a cost benefit analysis. Rath said the rebate will be for 20 years.

Simonson said everything in the plan is a maximum. The Council has the final say and could agree to shorter terms. He clarified the Commission is making a recommendation on whether or not the plan meets the general plan for the City. Simonson broke down how the plan falls within the planning and zoning ordinances, it provides housing, which is very much needed in the city, and Ottumwa is one of the few small cities that grew. The demand for rental housing will increase in the eight county area. The 108 units will capture a good portion of the 340 projected needed units.

There is one area of the plan that appears to be a possible conflict. It is the land use map. It shows low density residential. This was based on current use not the actual zoning map. The map should only be reference for rezoning or annexation, neither is the case here.

Simonson concluded with the staff recommendation that the City Council approve the Bonita Urban Renewal Plan as it is in conformance with the general plan for the development of the City as well.

Maintenance on the property was asked about. Property maintenance will be up to the owner, Huegerich Construction. Swarney asked about a possible playground on site. Huegerich explained that comes down to the budget and is part of future plans for the property. McDonough asked about the type construction. Huegerich advised it will be very similar to standard wood frame residential construction.

Manson moved, seconded by Lazio that the Commission recommend to the City Council that the Bonita Urban Renewal Plan is in conformance with the general plan for development of the community as a whole.

Further discussion took place. The location of the project was mentioned. It was asked if there are other areas that are in greater need of improvement. Simonson explained that is one area of urban renewal, but the law does not require blight to be found on a site. It requires a few different things including low to moderate income housing on a green site. And, the other is the land has not been developed since being rezoned in 1975. There have been a couple projects for the area that did not get off the ground.

Mayor Lazio, present in the gallery, explained how the Bonita site was decided on. There were four other possible sites none of them worked out for accessibility or affordability.

Swarney asked if JBS has space to bring in this many employees. Simonson explained JBS has upgraded and expanded parts of the plant over the last year. JBS said they could hire 200 new employees today.

The motion by Manson, seconded by Lazio was amended to: recommend to City Council that the Bonita Urban Renewal Plan is in conformance with the general plan for the development of the City as a whole. The Motion carried unanimously, with Krieger, Manson, McDonough, Hutton, Lazio, Swarney, and McFarland all voting aye.

SITE PLAN REVIEW – HUEGERICH CONSTRUCTION HOUSING DEVELOPMENT ON BONITA AVE.

Simonson explained appendix F, zoning for the area and surrounding properties, bulk is consistent with the zoning, setback requirements are met, the frontage adds to the buffer element, parking and internal circulation are included, single entrances/exits do exist already in smaller developments in the city, landscaping is also included, design is meant to be harmonious with the existing structures, improvements will be evaluated by staff for Bonita Ave, all traffic will be residential traffic, utilities are in order, and the project conforms with the City's comprehensive plan.

Manson asked about a stop light. Huegerich advised the parameters for installing a stoplight. Krieger asked about sidewalks. Huegerich explained they will be included. Swarney asked about a stoplight at Hwy 63 and Bonita Ave. Simonson explained it would have to be a joint effort with the City and State, since it includes a city street and state highway. Krieger asked about connecting a sidewalk to the pedestrian bridge by Eisenhower Elementary. Huegerich advised that is not feasible at this time as the land is washed out in that area. Simonson explained foot traffic should not cross neighbors' yards. If this does become an issue the PD and Zoning/Code Enforcement department could work together on it at that time. This City is interested in getting a sidewalk done, however funding is a factor. Simonson also explained the school district is encouraging parents to either drop kids off or put them on the bus. School foot traffic should be minimal.

Krieger asked if the DNR is involved. Simonson explained there is more than an acre of land being disturbed, which requires the DNR to be involved on the permitting. He also asked if the utilities are able to handle a development this size. Yes, the capabilities are there.

Manson moved, seconded by Lazio to accept the staff's recommendation to approve the site plan pending building permit review and confirmation of final address by Engineering. The motion carried unanimously, with Lazio, Hutton, Swarney, McFarland, Manson, Krieger, McDonough all voting aye.

Simonson referenced the bylaws and asked about electing officers as the next meeting. Krieger, Lazio, McFarland, and Manson will comprise a nominating committee for officers.

There being no further business, the meeting adjourned at 7:09 p.m.

For the Planning and Zoning Commission

ATTEST:

Don Krieger, Chairperson

Keelie Johnson, Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 2, 2021

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson *ZS*

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3187-2021: AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BONITA URBAN RENEWAL AREA, IN CITY OF OTTUMWA, COUNTY OF WAPELLO STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OTTUMWA, COUNTY OF WAPELLO, OTTUMWA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE BONITA URBAN RENEWAL AREA

Public hearing required if this box is checked.

RECOMMENDATION: APPROVE THE FIRST READING OF ORDINANCE NO. 3187-2021.

DISCUSSION: In order to carry out the projects included in the Bonita Urban Renewal Plan, the City would need to pass an ordinance to authorize capturing tax increment and using it make economic development payments to pay certified debts. This is the ordinance that executes the Urban Renewal Plan which would be adopted with Resolution 201-2021.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BONITA URBAN RENEWAL AREA, IN CITY OF OTTUMWA, COUNTY OF WAPELLO STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OTTUMWA, COUNTY OF WAPELLO, OTTUMWA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE BONITA URBAN RENEWAL AREA (**THE BONITA URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Ottumwa, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 2nd day of November, 2021, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Bonita Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

And

Full width of the right-of-way for Bonita Ave. from Clearview St. to Highway 149.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Ottumwa, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Ottumwa, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended,

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Ottumwa, County of Wapello, Ottumwa Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Ottumwa, State of Iowa, certifies to the Auditor of Wapello County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Ottumwa, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Ottumwa, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Ottumwa, State of Iowa, referred to in Section 3 hereof have been paid, all monies

thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

PASSED AND APPROVED: _____, 2021.

I, _____, City Clerk of the City of Ottumwa, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2021, signed by the Mayor on _____, 2021, and published in the Ottumwa Courier on _____, 2021.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

01947068-1\10981-171

ORDINANCE CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

1. I certify that Ordinance Number _____, of which a true copy is attached, was duly adopted by the City Council of the City of Ottumwa, State of Iowa, signed by the Mayor and published as required by law and is now in effect. I further certify that the consideration(s) and votes taken for the enactment of the Ordinance were as follows:

- a. First consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____;
- b. Second consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____;
- c. Final Consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____;
- d. Publication Date: _____.

2. The Ordinance was not considered on any date after its first consideration as shown above when it did not receive an affirmative vote for passage.

3. On the date of _____, _____, the City Council adopted a motion for the suspension of the rule requiring separate consideration at three meetings and voted the final adoption of the Ordinance. The vote for suspension of the rules was by three-fourths of the full City Council, voting _____ in favor, _____ opposed and _____ absent, vacant or abstaining and was duly recorded.

4. I further certify that each meeting for the consideration of the Ordinance was duly and publicly held, with a notice of the meeting and tentative agenda naming the consideration of the Ordinance timely posted and upon reasonable advance notice to the media as required by the Chapter 21, Code of Iowa, and rules of the Council then governing.

5. 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 City hereto affixed this _____ day of _____, 2021.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

**(Attach Affidavit of Publication to this Certificate
and send Certificate and Affidavit to Ahlers & Cooney, P.C.)**

01947066-1\10981-171

CITY CLERK'S CERTIFICATION TO COUNTY AUDITOR

I hereby certify that attached hereto is a true and correct copy of the Tax Increment Ordinance approved by the City Council of the City of Ottumwa, State of Iowa, designated as Ordinance Number _____, entitled:

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BONITA URBAN RENEWAL AREA, IN THE CITY OF OTTUMWA, COUNTY OF WAPELLO, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OTTUMWA, COUNTY OF WAPELLO, OTTUMWA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE BONITA URBAN RENEWAL AREA (**THE BONITA URBAN RENEWAL PLAN**)

approved by the City Council on the _____ day of _____, 2021, and duly published on the _____ day of _____, 2021, the original of which is on file in the records of the undersigned.

Dated this _____ day of _____, 2021.

Clerk of the City of Ottumwa

(CITY SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Wapello County, Iowa, hereby certify that on the _____ day of _____, 2021, there was filed in my office a true and correct copy of the Tax Increment Ordinance of the City of Ottumwa, State of Iowa, Ordinance Number _____, approved by the City Council on the _____ day of _____, 2021, all duly certified upon the form attached above.

County Auditor of Wapello County, Iowa

(COUNTY SEAL)

01947070-1\10981-171

COUNTY RECORDER'S CERTIFICATE

I, _____, County Recorder of Wapello County, State of Iowa, hereby certify on the _____ day of _____, 2021, there was filed in my office a copy of the Bonita Urban Renewal Plan and the Resolution adopting same for the Bonita Urban Renewal Area, of the City of Ottumwa, State of Iowa, all duly certified, for recording and the same is recorded in Book _____ at Page _____ of the records in my office.

Dated this _____ day of _____, 2021.

County Recorder of Wapello County, State
of Iowa

(COUNTY SEAL)

01947063-1\10981-171

Type of Document: RESOLUTION ADOPTING BONITA URBAN RENEWAL PLAN (INCLUDING THE PLAN LABELED AS EXHIBIT 1 AND ATTACHED TO THE RESOLUTION)

Return Document to: Zach Simonson
City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501

Preparer Information: Nathan J. Overberg
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information: N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: See Exhibit A to the Urban Renewal Plan.
01947064-1\10981-171

URBAN RENEWAL
TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Ottumwa, State of Iowa, and that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization of the Bonita Urban Renewal Plan of the City, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization of Bonita Urban Renewal Plan, and that the Council consists of a Mayor and five (5) Council Members, and that such offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

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

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

I further certify that attached hereto are true and accurate copies of the following:

1. Bonita Urban Renewal Plan (You do not need to attach the Plan to this Certificate if you have attached such Plan and its exhibits to the Authorizing Resolution labeled "Exhibit 1".);
2. Minutes of the meeting or other report of the Planning and Zoning Commission with respect to the conformance of the Bonita Urban Renewal Plan to the general plan for development of the City as a whole;
3. Report of Director of Community Development, or his delegate, to the City Council with respect to the consultation held with affected taxing entities on the Bonita Urban Renewal Plan, with attached copies of any and all written recommendations made with respect thereto and the responses of the City to any such recommendations.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2021, at Ottumwa, Iowa.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

Subscribed and sworn to before me by _____, on this _____ day of _____, 2021.

Notary Public in and for Wapello County, Iowa

(SEAL)

Attach items listed above to this Transcript Certificate and send certificate and attachments to Ahlers & Cooney.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 2, 2021

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson *ZS*

Department Head

Pp Rt

City Administrator Approval

AGENDA TITLE: Resolution No. 202-2021: A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND HCI52501 INVESTMENT, LLC

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution No. 202-2021

DISCUSSION:

This development agreement is a project within the Bonita Urban Renewal Plan. The agreement provides incentives for HCI52501 to complete minimum improvements which include 108 units of workforce housing. In order to close a financing gap that is a barrier to completing this project, the City would use urban renewal authority to capture tax increment within

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

the Bonita Urban renewal area and rebate 100% of the TIF-eligible property taxes paid on the value added to the property for a period of 20 years. This rebate is not to exceed \$175 thousand annual or \$3.5 million cumulatively. The development agreement also includes a minimum assessment agreement which will ensure the minimum taxable value for the completed improvements will be at least \$8.2 million. If the final assessed value is greater than \$8.2 million or the total tax levies exceed \$175 thousand per year, the excess will be returned to taxing entities.

As described in the staff summary for the Urban Renewal Plan, this development will be for workforce housing. It will provide affordable low-to-moderate income housing by charging rents which do not exceed the HUD-established 60% of LMI rent. In this area, that means rents cannot exceed \$979 for a two-bedroom and \$1,131 for a three-bedroom. This will still be a high quality development. Further, this area has a multi-family land use priority since 1975. This is confirmed by the zoning and by the rezoning of and adjacent parcel in 2018.

Concerns have been expressed regarding the size of the rebate. That was addressed in the staff summary for the Urban Renewal Plan and will be discussed further at the meeting. It is important to note that the proposed TIF rebate would not capture any new debt service, school ISL or PPEL levies. There are also significant secondary revenue benefits including per-pupil state funding to the schools and sales and fuel tax. Further, there are tertiary benefits as well. We hope that Greater Ottumwa Partners in Progress can provide further information at the meeting about the economic impact new housing can have for small business, retail and employers. Housing has been identified as a barrier to economic growth for employers, to the degree that JBS took the initiative to recruit the developer for this project.

There was also discussion at the October 5 meeting about the impact of multi-family housing on property surrounding property values. There is no good local case study. The area surrounding the Washington Apartments was already seeing declining values before they were built and there as been no other recent development of even similar size. National data is not local, but is promising. A definitive report published by the Joint Center for Housing Studies at Harvard University found that concerns over values are most often anecdotal. (https://www.jchs.harvard.edu/sites/default/files/rr07-14_obrinsky_stein.pdf) Macro studies of the impact of multifamily dwellings, especially in working class communities tend to show a positive or neutral effect. While this might be initially surprising, it is not counter-intuitive. New housing is attractive to retail and other amenities. This means that neighborhoods with new housing can become more attractive for all housing types, raising values. Further, growth in multi-family housing, especially workforce housing, is a sign of a

healthy local economy. Property values across the community would improve from a growing population and employers who have the ability to expand. Where staff could find research suggesting a negative effect on property values, that negative effect was associated with rental housing in general, including single-family rentals which are most associated with delayed or neglected maintenance. Those articles also, somewhat tautologically, said that negative impacts on value came from low quality housing. (<https://ihlanfeldt.com/wp-content/uploads/2019/07/Not-In-My-Neighborhood-The-Effects-of-Residential-Rentals-on-Single-Family-Home-Values.pdf>) In this case the site plan approved by Plan and Zoning and the record demonstrated by the developer shows no reason to expect a low quality development.

Staff and the developer will be available at the meeting to address further questions.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 2, 2021

5:30 P.M.

Bonita Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with HCI52501 Investment, LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and HCI52501 Investment, 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.

November 2, 2021

The City Council of the City of Ottumwa in the State of Iowa, met in _____ 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 _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

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 HCI52501 Investment, 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 _____ written objections had been filed. The Mayor then called for oral objections and _____ 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 _____ 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 HCI52501 INVESTMENT, 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 _____, 2021, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF OTTUMWA AND HCI52501
INVESTMENT, LLC

WHEREAS, by Resolution No. _____, adopted November 2, 2021, 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 Bonita Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Bonita Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan 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 HCI52501 Investment, 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") and consisting of the construction of a 108 unit multi-family housing complex, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, all of the housing units proposed to be constructed as part of the Minimum Improvements are planned to be LMI Housing Units (as defined in the Agreement), and relatedly an application has been made for the Project to receive incentives from the Iowa Economic Development Authority under the Workforce Housing Tax Credits Program; and

WHEREAS, the Agreement would require execution by the City, Developer, and County Assessor of a minimum assessment agreement for the Minimum Improvements and Development Property, setting the minimum assessed value at \$8,200,000 after completion of the Minimum Improvements, but not later than January 1, 2023; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, but not to exceed \$175,000 annually; the cumulative total for all such payments not to exceed the lesser of (i) \$3,500,000 over twenty (20) years, or (ii) the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, 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 2nd day of November, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)
) SS
)

COUNTY OF WAPELLO

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Ottumwa, State of Iowa

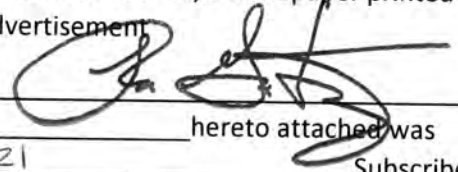
(SEAL)

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Public Hearing
City of Ottumwa



published in said newspaper for 1 consecutive week's to-wit: 10/21/21

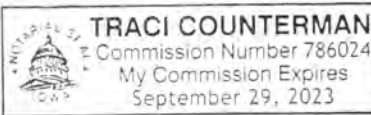
hereto attached was
Subscribed

and sworn to before me, and in my presence, by the said 21st day of OCTOBER, 2021



Notary Public

In and for Wapello County



Printer's fee \$40.96

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 HCI52501 INVESTMENT, 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 November 2, 2021, 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 HCI52501 Investment, 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 proposed Bonita Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of the construction of a 108 unit multi-family housing complex, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. All of the housing units proposed to be constructed as part of the Minimum Improvements are planned to be LMI Housing Units (as defined in the Agreement), and relatedly an application has been made for the Project to receive incentives from the Iowa Economic Development Authority under the Workforce Housing Tax Credits Program. The Agreement would further obligate the City to make up to twenty (20) consecutive annual

payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, but not to exceed \$175,000 annually. The cumulative total for all such payments would not exceed the lesser of (i) \$3,500,000 over twenty (20) years, or (ii) the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

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 21 day of October, 2021. Christina Reinhard City Clerk, City of Ottumwa in the State of Iowa (End of Notice)

PH- Enter DA w/ HCI52501- Bonita

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF OTTUMWA, IOWA

AND

HCI52501 INVESTMENT, LLC

_____, 2021

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2021, 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, 2021, as amended (the "Urban Renewal Act"), and HCI52501 INVESTMENT, 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 creation of an economic development area for the development of LMI housing in the City and, in connection therewith, created the Bonita Urban Renewal Area (the "Area"), which is described in the Bonita Urban Renewal Plan approved for such area by Resolution No. _____ adopted November 2, 2021 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Wapello County, Iowa; and

WHEREAS, the Developer owns, or will own prior to the execution of this Agreement, 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"); and

WHEREAS, the Developer is willing to undertake certain activities on the Development Property including constructing a 108 unit multi-family housing complex, 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, the City is willing to provide certain incentives in consideration for Developer's obligations all pursuant to the terms and conditions of 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.

Area or Urban Renewal Area means the area known as the Bonita Urban Renewal Area.

Assessor means the assessor for Wapello County, Iowa.

Bonita 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.

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, 2021, 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 HCI52501 Investment, 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 to be made by the City to Developer under Article VIII of this Agreement.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

HCI52501 Investment, LLC TIF Account means a separate account within the Bonita Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

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 Actual Value means the actual value assigned to the Minimum Improvements and the Development Property, pursuant to the Minimum Assessment Agreement entered into between the Parties and the County Assessor.

Minimum Improvements means the construction of a 108 unit multi-family housing complex, 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.

Ordinance means the Ordinance of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Bonita Urban Renewal Tax Increment Revenue Fund.

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.

State Agreement means Agreement No. 22-WHTIP-034 between the Iowa Economic Development Authority (IEDA) and Ryan J. Huegerich, to be entered into pursuant to IEDA's approval of Ryan J. Huegerich's application for financial incentives for the Project through the Workforce Housing Tax Credits program.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property (land and building value) divided and made available to the City for deposit in the HCI52501 Investment, LLC TIF Account of the Bonita Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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 Bonita Urban Renewal Area, as may be amended, described in the preambles hereof.

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

ARTICLE IA. PRECONDITIONS

Section 1A.1. Preconditions. If the City Council for the City of Ottumwa fails to adopt the Urban Renewal Plan or the Ordinance on or before December 31, 2021, then this Agreement shall automatically terminate with neither party having any further obligations to the other.

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. HCI52501 Investment, 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, the Urban Renewal Plan, 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 construction budget of the Minimum Improvements will require a total investment of approximately \$10,000,000 for property acquisition and construction costs.

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, the Minimum Improvements and will be completed by December 31, 2022.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

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.

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 the Urban Renewal Plan, 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 the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) 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 and completed: (i) by no later than December 31, 2022; or (ii) by 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 this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. 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 3.4. 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. 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.

ARTICLE IV. WORKFORCE HOUSING TAX CREDITS

Section 4.1. State Agreement. Ryan J. Huegerich, in his individual capacity, has applied for, or been approved for, Workforce Housing Tax Credits by the Iowa Economic Development Authority (IEDA) for the construction of the Minimum Improvements described in this Agreement. Developer represents and warrants that Ryan J. Huegerich intends to assign to Developer, and Developer intends to accept assignment of, any Workforce Housing Tax Credits provided under the State Agreement.

Section 4.2. Local Match. The Economic Development Grants outlined in this Agreement are intended to serve as the local match for Ryan J. Huegerich's application for incentives for the Project under the Iowa Economic Development Authority's Workforce Housing Tax Credits Program. The Economic Development Grants described in this Agreement will be the only local match provided to the Developer or Ryan J. Huegerich, absent an amendment to this Agreement or a subsequent agreement executed by the parties.

Section 4.3. Indemnification. Developer shall indemnify and hold harmless the City from any loss arising out of or related to the City's failure to fulfill the terms of the State Agreement or any related agreement with IEDA if the City's failure is due to an Event of Default by the Developer or Ryan J. Huegerich, in his individual capacity, under this Agreement.

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, 2023 and ending on October 15, 2043, 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.

Section 6.7. Use of Minimum Improvements. Developer shall cause the Minimum Improvements to be constructed on the Development Property and rented as apartment housing units with 100% of the units rented by or affordable to low and moderate income persons as defined in Chapter 403 of the Code.

Section 6.8. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, City, and the County Assessor shall execute an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, the County Assessor, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements and Development Property of not less than \$8,200,000 (before rollback) upon completion of the Minimum Improvements, but no later than January 1, 2023, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value" (land and taxable improvement value).

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2042 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2021) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of the First Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

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 any mortgage holder of the Developer as security for a loan to acquire the Development Property or construct 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.

a. Payment of 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 and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed three million five hundred thousand dollars (\$3,500,000), pursuant to the following schedule, terms and conditions.

b. Schedule of Grants. Assuming completion by December 31, 2022, full assessment of the Minimum Improvements on January 1, 2023, debt certification to the Auditor by the City prior to December 1, 2023, and Developer's compliance with the terms of this Agreement through each payment date, the Economic Development Grants shall commence on June 1, 2025, and end on June 1, 2044, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2025	100% of Tax Increments for Fiscal Year 24-25, but not to exceed \$175,000
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June 1, 2026	100% of Tax Increments for Fiscal Year 25-26, but not to exceed \$175,000
June 1, 2027	100% of Tax Increments for Fiscal Year 26-27, but not to exceed \$175,000
June 1, 2028	100% of Tax Increments for Fiscal Year 27-28, but not to exceed \$175,000
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29, but not to exceed \$175,000
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30, but not to exceed \$175,000
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31, but not to exceed \$175,000
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32, but not to exceed \$175,000
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33, but not to exceed \$175,000
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34, but not to exceed \$175,000
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35, but not to exceed \$175,000
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36, but not to exceed \$175,000
June 1, 2037	100% of Tax Increments for Fiscal Year 36-37, but not to exceed \$175,000
June 1, 2038	100% of Tax Increments for Fiscal Year 37-38, but not to exceed \$175,000
June 1, 2039	100% of Tax Increments for Fiscal Year 38-39, but not to exceed \$175,000
June 1, 2040	100% of Tax Increments for Fiscal Year 39-40, but not to exceed \$175,000
June 1, 2041	100% of Tax Increments for Fiscal Year 40-41, but not to exceed \$175,000
June 1, 2042	100% of Tax Increments for Fiscal Year 41-42, but not to exceed \$175,000
June 1, 2043	100% of Tax Increments for Fiscal Year 42-43, but not to exceed \$175,000
June 1, 2044	100% of Tax Increments for Fiscal Year 43-44, but not to exceed \$175,000

c. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements and the Development Property (land and building value) under the terms of the Ordinance and deposited into the HCI52501 Investment, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19, excluding any interest that may accrue thereon prior to payment to Developer, and subject to the per payment cap noted above) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

d. Limitation to Minimum Improvements. The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

e. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement in no event shall exceed three million five hundred thousand dollars (\$3,500,000) over the twenty (20) year period. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article VIII is wholly contingent upon and shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Minimum Improvements and the Development Property (land and building value). The City makes no assurance that the Developer will receive Economic Development Grants which total the twenty-year aggregate maximum of \$3,500,000.

f. Timing of Payments. After the Developer's annual certification indicates the Minimum Improvements are fully assessed, and if the Developer satisfies all of the terms of this Agreement, the City shall certify to the appropriate County office prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on June 1 of that fiscal year provided Developer remains in compliance with this Agreement at the time of payment. As an example, if the Project is completed and fully assessed on January 1, 2023, and if the Annual Certification reflecting that full assessment is filed with the City by October 15, 2023, and all other terms of this Agreement are satisfied, the City would certify for the Tax Increment generated by the Minimum Improvements by December 1, 2023 for collection by the County and payment to the City in fiscal year 2024-2025, allowing for an initial grant to be paid to Developer on June 1, 2025, all subject to the terms of this Article and this Agreement.

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

a. Developer's compliance with the terms of this Agreement at the time of payment, including, but not limited to, ensuring the payment of property taxes and compliance with the LMI obligations set forth in section 6.7;

b. timely filing by Developer of the Annual Certifications required under Section 6.6 hereof and the Council's approval thereof;

c. although Developer or its successors may allow Section 8 vouchers, they shall not convert the Project to project-based Section 8 housing in its entirety;

d. the construction costs of the Minimum Improvements must have cost at least \$10,000,000;

e. execution of the Minimum Assessment Agreement by Developer and all existing lienholders and mortgage holders to the Development Property contemporaneous to execution of this Agreement;

f. material compliance with the terms of the Minimum Assessment Agreement and assessment of the Minimum Improvements and Development Property as set out in the Minimum Assessment Agreement; and

g. material compliance by Ryan J. Huegerich and the Developer with the terms for the Project established in the State Agreement, and Ryan J. Huegerich's assignment to Developer of any tax credits for the Project under the State Agreement.

In the event that an Event of Default occurs and is continuing beyond any applicable notice and cure periods or any certification filed by Developer under Section 6.6 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.6 shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1.

Section 8.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the HCI52501 Investment, LLC TIF Account of the Bonita Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees, to the extent allowed by law, to maintain the Ordinance in force with respect to the Development Property during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the HCI52501 Investment, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which

appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, the City's ability to collect Tax Increment is terminated by a change in law or its interpretation, or the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon occurrence of any such circumstance, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as Economic Development Grants, and under no circumstances shall the City, its agents, governing body members, attorneys, employers, successors or assigns, in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Bonita Urban Renewal Tax Increment Revenue Fund (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.4. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the annual maximums to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

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. Transfer of any interest in this Agreement or the Development Property or the Minimum Improvements in violation of the provisions of this Agreement;

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, the Minimum Assessment Agreement, or the State 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 (except in the case of an Event of Default under subsections 10.1(d) or 10.1(e) of said Section 10.1) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, 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 make payment of the Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer, 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

e. 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, as the case may be, 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 HCI52501 Investment, LLC at PO Box 891, Gretna, NE 68028, Attn: Ryan Huegerich, Manager;
- b. In the case of the City, is addressed to or delivered personally to the City at 105 E 3rd 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, 2044 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: _____
Tom Lazio, Mayor

ATTEST:

By: _____
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this ____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Tom Lazio 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.

Notary Public in and for the State of Iowa

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

HCI52501 INVESTMENT, LLC
an Iowa limited liability company

By: _____

Name: Ryan Huegerich

Its: Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Huegerich, to me personally known, who, being by me duly sworn, did say that he is the Manager of HCI52501 Investment, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – HCI52501 Investment, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of a 108 unit multi-family housing complex (3 buildings with 36 affordable apartment units in each building), 100% of which units shall qualify as LMI Housing Units under this Agreement and Iowa Code Chapter 403.

The Minimum Improvements will require an investment of at least \$10,000,000 and are more fully illustrated in Exhibit B-1.

The construction of the Minimum Improvements will be completed by December 31, 2022.

EXHIBIT C
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Ottumwa, Iowa, (the "City") and HCI52501 Investment, LLC, an Iowa limited liability company, ("Developer"), did on or about the _____ day of _____, 2021, 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:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

(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]

EXHIBIT D

Type of Document: MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF OTTUMWA and HCI52501 INVESTMENT, LLC

Return Document to: Chris Reinhard
City of Ottumwa
105 E Third Street
Ottumwa, IA 52501

Preparer Information: Nathan J. Overberg
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information: N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: See page D-2.

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Ottumwa, Iowa (“City”) and HCI52501 Investment, LLC, an Iowa limited liability company, (“Developer”), did on or about the ____ day of _____, 2021, 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 Bonita Urban Renewal Plan (“Plan”), as amended, to develop certain real property located within the City and within the Bonita Urban Renewal Area, as amended.

The Development Property is described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2021 and terminates on December 31, 2044, 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 _____ day of _____, 2021.

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

(SEAL)

CITY OF OTTUMWA, IOWA

By: _____
Tom Lazio, Mayor

ATTEST:

By: _____
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this ____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Tom Lazio 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.

Notary Public in and for the State of Iowa

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

HCI52501 INVESTMENT, LLC
an Iowa limited liability company

By: _____

Name: Ryan Huegerich

Its: Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Huegerich, to me personally known, who, being by me duly sworn, did say that he is the Manager of HCI52501 Investment, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – HCI52501 Investment, LLC]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.6 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owed by the Developer in the Urban Renewal Area 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___.

HCI52501 INVESTMENT, LLC

By: _____

Its: _____

Attachments: Proof of payment of taxes

[Signature page to Developer Annual Certification – HCI52501 Investment, LLC]

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611

Return to: City Clerk, City of Ottumwa, 105 E. Third St., Ottumwa, IA 52501

EXHIBIT F

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of _____, 2021, by and between the CITY OF OTTUMWA, IOWA (“City”), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended (the “Urban Renewal Act”), and Chapter 15A, and HCI52501 INVESTMENT, LLC, an Iowa limited liability company (“Developer”).

WITNESSETH:

WHEREAS, the City and Developer have entered into a Development Agreement dated as of _____, 2021 (“Agreement”) regarding certain real property located in the City which is legally described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North lien of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

(the “Development Property”); and

WHEREAS, it is contemplated that Developer will undertake the construction of the Minimum Improvements (as defined in the Agreement) on the Development Property, as provided in the Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Agreement; and

WHEREAS, the City and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2023, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements and Development Property shall be not less than Eight Million Two Hundred Thousand Dollars (\$8,200,000) (before rollback) (hereafter referred to as the "Minimum Actual Value").

The Minimum Actual Value shall continue to be effective until termination of this Minimum Assessment Agreement on December 31, 2042 (the "Assessment Agreement Termination Date"). This means that the Minimum Improvements and Development Property will be required to have a Minimum Actual Value pursuant to this Minimum Assessment Agreement of at least \$8,200,000 (before rollback) until January 1, 2042, which shall govern the taxes collected for the entire fiscal year 2043-2044. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. 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 and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligation to make the tax payments required hereby and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

4. Developer agrees that, prior to the Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Minimum Assessment Agreement and the Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Wapello County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or any part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, the City consents that Developer may assign all rights and obligations under the Agreement to (i) a special purpose entity established to own and operate the Minimum Improvements prior to the issuance of a certificate of occupancy, at which time Developer shall be fully released from all liability hereunder, or (ii) a private lender as security on a credit facility taken in connection with the Project, including any refinancing thereof, without further action on the part of the City.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Minimum Assessment Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability

shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

11. Developer shall provide a title opinion or title search to the City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

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

(SEAL)

CITY OF OTTUMWA, IOWA

By: _____
Tom X. Lazio, Mayor

ATTEST:

By: _____
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Tom X. Lazio and Christina 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.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – City of Ottumwa]

HCI52501 INVESTMENT, LLC
an Iowa limited liability company

By: _____

Name: Ryan Huegerich

Its: Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Huegerich, to me personally known, who, being by me duly sworn, did say that he is the Manager of HCI52501 Investment, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – HCI52501 Investment, LLC]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that upon completion of the Minimum Improvements, but in no event later than January 1, 2023, the actual value assigned to the Minimum Improvements and Development Property shall not be less than Eight Million Two Hundred Thousand Dollars (\$8,200,000), before rollback, all until the Assessment Agreement Termination Date of this Minimum Assessment Agreement.

Assessor for the County of Wapello, Iowa.

Date

STATE OF IOWA)
) ss
COUNTY OF WAPELLO)

Subscribed and sworn to before me by _____, Assessor for the County of Wapello, Iowa.

Notary Public in and for the State of Iowa

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 2, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seal

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #166-2021. Approve a Right-of-Way License Agreement between the City of Ottumwa and PEG Bandwidth IL, LLC and authorize the Mayor to sign said Agreement.

****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 #166-2021.

DISCUSSION: PEG Bandwidth IL, LLC is requesting a Right-of-Way License Agreement to lay a Network Segment route for a communications system consisting of 107,773 feet of network. The granted license will allow PEG Bandwidth IL, LLC to construct, maintain, inspect, protect, repair, replace and retain a Network Segment in, under, upon, along and across the public property shown and identified in Exhibit A attached, subject to the regulatory powers of the City and subject to the conditions set forth. PEG Bandwidth IL, LLC will not expand the Network Segment or create or install a new network segment except on the terms provided in the Agreement.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #166-2021

RESOLUTION APPROVING A RIGHT-OF-WAY LICENSE AGREEMENT WITH
PEG BANDWIDTH IL, LLC

WHEREAS, as the City of Ottumwa, Iowa desires to approve a Right-of-Way License Agreement with Bandwidth IL, LLC, to lay a Network Segment route for a communications system consisting of 107,773 feet of network.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the proposed Right-of-Way License Agreement between the City of Ottumwa and PEG Bandwidth IL, LLC is hereby approved and the Mayor is authorized to sign said Right-of-Way License Agreement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 2nd day of November, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

**CITY OF OTTUMWA, IOWA
RIGHT-OF-WAY AGREEMENT
WITH
PEG BANDWIDTH IL, LLC**

THIS AGREEMENT is made on this _____ day of _____, 2021, by and between the City of Ottumwa, Iowa ("City") and PEG Bandwidth IL, LLC ("PEG") d/b/a Bluebird Network.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES AND DEFINITIONS.

- A. The City of Ottumwa, Iowa is a municipality and political subdivision of the State of Iowa incorporated in accordance with the relevant provisions of Iowa law. The City's Administration Office location is 105 East Third Street, Ottumwa, Iowa 52501.
- B. PEG is a telecommunications company constructing, operating, and maintaining fiber optic networks and delivering communications services to its customers both above-ground and under-ground and delivering these services using the Network in certain City rights of way (ROW).
- C. "Public Improvements" shall mean any improvements on Public Property, including, but not limited to, paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto.
- D. "Public Property" shall mean City-owned property or City-controlled public rights-of-way, and easements and bridges.

SECTION 2. BASIC GRANT; FEES AND RESERVATION OF RIGHTS

- A. PEG is hereby granted a non-exclusive license to operate and maintain its fiber optic cable system along, under and upon the streets, avenues, alleys and public places in the City, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth.
- B. PEG shall pay the City, an administrative license fee in the amount of Two Hundred and Fifty Dollars (\$250.00), payable upon the commencement of this Agreement, as defined in Section 18 of the Agreement.
- C. If during the term of this Agreement, the City enacts a right-of-way ordinance requiring compensation from telecommunications providers, then PEG shall, within sixty (60) days after request by City, pay the fees required by such Ordinance, provided that all other telecommunication providers are required to pay the same fees.

SECTION 3. INSTALLATION, REPAIR, EXTENSION, OR EXPANSION OF THE NETWORK

Before commencing any extension or expansion of its system, or any major repair work, or the installation of any new system to the City, PEG shall file with the City a written statement verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its system. The City may require that the statement be accompanied by a map, plan or specifications showing the proposed location of the system components with reference to streets and alleys, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground where it is proposed that a repair or installation is to occur.

If the proposed locations of any facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any Public Improvements or any existing City-owned public utility system component, or other structure upon or under Public Property, the City shall within a reasonable time note the interference and refer the same back to PEG for amendments. Such map, plan or specifications, when properly changed and corrected, shall be filed with the City, and after approval of the same by the City, a permit issued authorizing PEG to proceed in accordance with the approved maps, plans or specifications. No such excavation, construction or erections shall be commenced before the issuance of the permit herein provided for, unless it is an emergency as described in Section 5, and all work shall be in accordance with the approved maps, plans or specifications. PEG shall comply with all bonding and insurance requirements as set out by City Ordinances. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county and city construction requirements.

Any aerial installations shall be mounted on existing poles through private agreement(s) with existing franchise or right-of-way agreement holders. PEG will not be allowed to erect any additional poles on the City's right-of-way, unless pre-approved by the City on an individual case basis.

If it is determined by City staff pursuant to the Manual of Uniform Traffic Control Devices, that a PEG pole or PEG equipment is positioned in a location that could jeopardize the safety of citizens or drivers, the City may order the removal of the pole or equipment to a location that meets current safety standards. Said removal shall be at the sole cost of PEG.

All underground cables must be installed using directional boring technology except where open excavations are necessary for beginning or terminating a directional bore, unless pre-approved by the City on an individual case basis.

Cables shall be placed so as not to interfere with any existing utilities or facilities owned by the City or any other company legally authorized to own utilities or facilities located within the City's right-of-way. In the event the City at some point in the future requires the burying of cable lines within the right-of-way, PEG agrees to cover their cost for burying those lines owned or controlled by PEG.

SECTION 4. CONSTRUCTION AND REPAIR OF NETWORK

In the process of location, construction, reconstruction, replacement, or repair of any system component, the excavation or obstruction made or placed in Public Property at any time or for any purpose by PEG shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the Manual of Uniform Traffic Control Devices. All pavements taken up or damaged shall be properly and speedily replaced in accordance with the City's regulations. As a condition to use of Public Property, PEG shall at its own expense, repair or cause repair to any private property, public utility system component, Public Improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work. If PEG fails to repair or arrange with the City for property repair of any Public Property after excavations have been made, then the City may make such repairs at the expense of PEG.

SECTION 5. EXCAVATIONS

PEG is authorized to make excavations in City streets, avenues, alleys and public places for purposes of routine repair, replacement and maintenance of poles, cables, or other system components associated with the PEG network. In making such excavations, PEG shall obtain a permit pursuant to City Ordinance and regulations, shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall provide the City with 24 hours' notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in performing such work. In emergencies which require immediate excavation, PEG may proceed with the work without first applying for or obtaining the permit, provided, however, that PEG shall apply for and obtain permit as soon as possible after commencing such emergency work.

If, after excavations have been made, PEG fails to repair or arrange with the City for the proper repair and restoration of any Public Property to a condition as good as the condition of such property prior to the disturbance of same, and after seven (7) days notice in writing to do so is given to PEG, the City may make such repairs at the expense of PEG. PEG shall pay to the City its costs and charges for such work, plus interest at 12% per annum, compounded monthly, within thirty (30) days after receipt of the City's billing.

SECTION 6. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground, surface and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any Public Property occupied by PEG, and to change any curb or sidewalk or the grade of any street. In permitting others to do such work, the City shall not be liable to PEG for any damages arising out of the performance of such work by other parties. Nothing in this Agreement shall be construed as to relieve any other person or corporation from liability for damage to PEG's facilities.

SECTION 7. PEG CONTRACTORS

The requirements of the Agreement shall apply to all persons, firms, or corporations performing for PEG under a contract, subcontract or other type of work order. PEG agrees to ensure that all contractors and subcontractors adhere to the requirements of this Agreement.

SECTION 8. CONDITIONS OF STREET OCCUPANCY

The fiber optic cable system and other components of the facilities erected by PEG within the City shall conform to established grade of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon Public Property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin Public Property.

PEG shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the City.

PEG shall upon reasonable notice and at its sole cost and expense, promptly remove, locate and relocate its facilities in, on, over or under Public Property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any Public Improvement on, in, or about any such Public Property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event PEG fails to act within a reasonably allocated time, the City may cause PEG facilities to be relocated, and the costs thereof shall be to PEG and shall be paid as provided in Section 5 hereof.

PEG shall not place its facilities in the Public Property where the same will interfere with the normal use or maintenance of any Public Improvement including but not limited to streets, alleys, sidewalks, traffic control devices, gas mains, sanitary sewers, storm sewers, storm drains or water mains, or electrical transmission lines, or any public or private utility facility.

Upon request, PEG agrees to assist in locating underground facilities which are part of its system. Such assistance will be provided in a timely manner in accordance with Iowa Code Chapter 480. PEG will provide contact numbers to the City so that a representative of PEG is available at all times. As a condition of this Agreement, PEG shall enroll as a member of the "Iowa One-Call System" and shall respond to all requests and notifications placed to the toll free "One-Call" number.

Installation, repair, or replacement work completed by PEG on any facilities requiring excavation of Public Property or public right-of-way shall require restoration and replacement of surface vegetation with stripped, salvaged top soil and seeded.

SECTION 9. POWERS OF CITY

Nothing in this Agreement shall be construed to abridge the right or power of the City to further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 10. PLANS AND COORDINATION

Upon completion of the work, PEG shall promptly furnish to the City copies of "as-built" plans related to its facilities located on Public Property.

PEG shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with the Agreement and shall be responsible for the maintenance of such facilities and the protection and visibility of such facilities.

SECTION 11. VIOLATIONS OF AGREEMENT

Upon evidence being received by the City that a violation or breach of this Agreement or codes or ordinances lawfully regulating PEG in the operation of its facilities, or in the use of Public Property therefore, is occurring, or has occurred, (hereafter referred to as a "default") the City shall cause an investigation to be made. If the City finds that a default exists or has occurred, the City may take appropriate steps to secure compliance with the terms of this Agreement or the code or ordinances. The City shall notify PEG of the default and PEG shall cure such default within a reasonable time after receipt of such notice.

If PEG fails to cure a default within the time allowed, the City shall have the right to:

- (i) seek specific performance; or
- (ii) remedy the default by doing the act itself or through a contractor, and charge the costs of such work to PEG ; or
- (iii) seek damages for such default; or
- (iv) any combination of (i), (ii), and (iii).

The City may terminate this Agreement for repeated defaults or default(s) of a significant nature.

SECTION 12. LIABILITY, INDEMNIFICATION AND INSURANCE

Except to the extent caused by the negligence or willful misconduct of the City, its officers, agents, representatives and employees, PEG covenants to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all liability claims, losses, costs of investigation and defense, and damage to property or bodily injury or death to any person, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance, or operation of PEG's fiber optic cable system. PEG agrees to require contractors and subcontractors engaged in work for PEG within the public rights-of-way or on any Public Property to maintain in effect during the term of work, liability insurance in comprehensive form and in the amounts to be set by the City.

PEG contractors and subcontractors will furnish the City with Certificates of Insurance showing the City as additional insured for said insurance in the amount to be set by the City.

SECTION 13. ASSIGNMENT

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interest to any firm, corporation or individual, without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party.

SECTION 14. VACATION OF STREETS AND ALLEYS

So long as PEG exercises the rights granted to it hereunder, the City will not, by ordinance or otherwise, vacate any street, alley or public way in which PEG has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this Agreement, provided that nothing herein shall limit the City's right to require PEG to relocate its facilities as provided in Section 8.

SECTION 15. DELIVERY OF NOTICES

Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City: City Administrator City of Ottumwa
 105 East Third Street
 Ottumwa, Iowa 52501

If to PEG: Jacquie Shipma
 2005 W Broadway, Bldg. A Str. 215
 Columbia, MO 65203

Provided, however, that in the case of an emergency, notices may be given verbally to the above-named persons. In such case, written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on date of mailing in lieu of certified mail, or otherwise on the date actual notice is received.

SECTION 16. 1996 TELECOMMUNICATIONS ACT

This Agreement is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104 101(a), 110 Stat. 708 codified at 47 U.S.C., and all orders, rules, tariffs, regulations issued by the Federal

Communications Commission or the governing State authority pursuant thereto, as well as all other applicable State, Federal, or local law ("Law").

SECTION 17. SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found invalid, unenforceable, unconstitutional, or inapplicable by a court or agency of competent jurisdiction, such invalidity, unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement.

SECTION 18. TERM OF AGREEMENT

This Agreement shall commence on the date PEG provides notice to the City, in accordance with Section 15 of this Agreement, that it has undertaken operation of the Network within the ROW, and continue for a term of ten (10) years and for two (2) additional ten (10) year terms (each a "Renewal Term") unless written notice is given by either the City or PEG to the other at least ninety (90) days prior to the expiration of the initial term or any successive term of its intention to terminate the same at the expiration of the then current term. Each Renewal Term shall be on the same terms and conditions set forth herein unless the parties agree otherwise.

CITY OF OTTUMWA, IOWA

PEG Bandwidth IL, LLC

By _____
Mayor

By: _____

Attest:

Witness:

City Clerk

Petition No. 5085-2021

Petition of:

748 Signatures (385 paper, 363
online)

Petition For:

We, the citizens of Ottumwa, Iowa, petition the City Council to vote "No" on the proposed 20 year Tax Increment Financing (TIF) to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Ave. The only winner in this 20 year tax abatement will be the developer. The city will need these taxes to update the sewer system for the overload, put sidewalks in, put in four-way stop lights to enter the highway, make Eisenhower bigger to accommodate the increase of student population to mention a few. Vote NO!

Referred to:

10/28/21 Referred to City Council
11/02/21 Included on Council Agenda



CITY OF OTTUMWA

Petition No.: 5085-2021

Petitioner Information:

Name: Julia Blunt - 347 signatures, 363 online signatures

Address: 319 Bonita, Ottumwa, IA 52501

Phone Number: (614) 226-1041 [] Petition contains the required number of signatures.

Summary of Petition:

We, the citizens of the town of Ottumwa, Iowa, petition the City Council to vote "No" on the proposed 20 year Tax Increment Financing (TIF) to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Ave. The only winner in this 20 year tax abatement will be the developer. The city will need these taxes to update the sewer system for the overload, put sidewalks in, put in four-way stop lights to enter the highway, make Eisenhower bigger to accommodate the increase of student population to mention a few. Vote NO!

1. Engineering Department [] Approve [] Deny Date Dept. Initials Required

Comments: N/A

2. Plan/Zoning/Dev. Department [] Approve [] Deny Date Dept. Initials Required

Comments: N/A

3. Health Department [] Approve [] Deny Date Dept. Initials Required

Comments: N/A

** 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

Thoughts/Questions

- What does Ottumwa have to gain by giving them a 20 year tax abatement?
- Giving the developer tax abatement is great for them.
- Ottumwa could use the tax revenue from this project.
- Will this project cost Ottumwa for sewer enlargement, traffic lights, street repair and improvement, sidewalks, etc?
- Will Eisenhower need construction to add more classrooms due to the increase of students from this project at tax payer expense?
- How will JBS reimburse Ottumwa for the added expenses to our city?

PETITION

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VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
JOSEPH DENATO	524 BRYAN RD	641-799-3761	Joseph C Denato
Cindy Robertson	324 S. MOORE	641-680-0192	Cindy Robertson
Jim Ardusore	1723 N Elm St	641-777-7788	Jim Ardusore
Darlene Davis	1415 W. Williams	641-682-9675	Darlene Davis
Deanne Fear	539 W. Highland Av	641-745-9111	Deanne Fear
Judy Rukey	422 E Manning	641-682-6241	Judy Rukey
Jo Bales	1320 Glenwood	641-683-4126	Jo Bales
Dona Sieren	606 E Pennsylvania	712-5798811	Dona Sieren
Bob Hume	337 Tenkell Lane	641-682-5822	Bob Hume
Jo Stewart	1021 Tuttle SP	641-799-9735	Jo Stewart
Minnie Stufflebeem	411 S. Ransom	641-684-5967	Minnie Stufflebeem
Diana Sundquist	602 Ellis Ave	641-954-9230	Diana Sundquist
Fredley Caldwell	408 Carter Ave	641-799-7779	Fredley Caldwell
Monica McWilliams	1015 Lee Ave	641-682-1733	Monica McWilliams
Chris Laurson	134 N. Fairview	641-226-3094	Chris Laurson
Kevin Spies	528 Albion Rd	641-395-4994	Kevin Spies
Kenneth Hazelwood	629 Wildwood Dr	641-680-0813	Kenneth Hazelwood
Joseph Davis	931 LILIAN	641-660-9576	Joseph Davis
Molly Gordon	11304 Old Agency Rd	641-666-5579	Molly Gordon
Richard Jones Jr	314 W Wilson St	641-2087955	Richard Jones Jr
Nick Thorderson	2619 Marilyn Rd	641-867-5309	Nick Thorderson
Deb Fawcett	377 M'Kinty	641-680-0680	Deb Fawcett

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Dezy Clawson	1211 Castle St	641-777-8368	Dezy Clawson
John Boney	411 S Pocahontas	641-799-5469	John Boney
Kathy Perry	344 N Juniper		Kathy Perry
Randy Meeker	413 Hackworth	641-680-7022	Randy Meeker
Altha Hall	134 N Hancock St	641-208-1302	Altha O Hall
Lyll Davis	12409 126 th Ave	641-777-0502	Lyll Davis
Connie Hazelwood	1007 West Mary	641-682-7169	Connie Hazelwood
Dana Trout	227 Skyline Dr	641-455-8877	Dana Trout
Dana Walders	710 Queen Anne	641-799-8760	Dana Walders
Kris Mundt	109 S. Cherry St	760-373-6651	Kris Mundt
Barbara Canny	302 Chester	641-684-0267	Barbara Ann Canny
Mike Canny	302 Chester	641-684-0267	Mike Canny
Tom McAllister	1307 E. Plum	641-814-2260	Tom McAllister
Thomas Ryan	1307 Plum	641-226-4413	Thomas Ryan
Scott Knight	104 Skline	641-777-6139	Scott Knight
Richard Knight	914 Richard	641-680-2180	Richard Knight
Jamie Knuth	220 N. Marie	641-954-0588	Jamie Knuth
Richard Hazelwood	825 S Wood	641-682-3761	Richard Hazelwood
Sally Whopper	1134 Rabbit Run	641-680-1560	Sally Whopper

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VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Dorinda Butlett	120 SHAUL	641-777-9299	Dorinda J. Butlett
Judy Burnstedt	1239 W Mary	641-980-8366	Judy Burnstedt
Carlene Rowland	1206 W Mary	641-682-1944	Carlene Rowland
Dana Parrish	43 Schwartz Dr	641-777-3247	Dana Parrish
Jany Sundquist	602 E. LLos	641-952-1980	Jany Sundquist
Kamie Alloggi	915 N Jefferson	641-777-2654	Kamie Alloggi
Melissa Ware	916 12109th Ave.	641-455-8387	Melissa Ware
Walter Butlett	143 Lillian St.	641-799-8894	Walter Butlett
Scott Barker	458 S SCHWARTZ	641-226-2794	Scott Barker
Bill Perry	344 N QUINCY	641-799-5296	Bill Perry
Robert S. ...	959 S WILSON	641-9694	Robert S. ...
Sharon Muen	1315 Glenwood Ave	641-777-3929	Sharon Muen
Lera Sundquist	1014 Lee Ave	641-954-1607	Lera Sundquist
Shiloh Jim	9 Park	641-455-8223	Shiloh Jim
Sandra B. Pope	426 N. Green	641-244-6186	Sandra B. Pope
Molly Ryan Dammann	167 W. Alta Vista	641-682-2743	Molly Ryan Dammann
Kristen Payne	1024 Boone Ave	641-660-2310	Kristen Payne
Olson Miller	1125 Trawl Ave	641-226-7339	Olson Miller
Cara Galloway	1219 N Fellows Dr	515-509-3745	Cara Galloway
Russ Hull	939 S. Sheridans	641-680-4719	Russ Hull
MARY GASKILL	509 E 4th ST.	641-777-6741	Mary Gaskill
Sharon Stone	407 Crestview	641-777-6741 360-667-7668	Sharon Stone

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VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Tim Pickrell	103 Oakwood	641-777-0594	Tim Pickrell
Lisa Pickrell	103 Oakwood	641-799-6125	Lisa Pickrell
Brandon Scholtz	20460 Schritter Rd	660-988-6140	Brandon Scholtz
Robert Schippers Jr	2734 N. Court Rd	641-799-4708	Robert Schippers Jr
Egon Schrock 664	236 W. Antislava	641-777-5570	Egon Schrock
Ryne Pickrell	102 N Johnson Ave	641-777-4704	Ryne K Pickrell
Mike LaPoint	709 E Vine	641-799-6027	Mike LaPoint
Michele Lundy	551 S. Ferry	641-780-4809	Michele Lundy
Ange Hobbs	320 Herrman	641-455-8989	Ange Hobbs
Laura Waters	1019 Boone Ave	641-680-0404	Laura Waters
Scott Heller	17155 87 th St	641-777-7082	Scott Heller
Scott Van Engelenhoven	2625 Clear View St	641-799-9020	Scott Van Engelenhoven
Jeremy Backer	1241 South Milrose	641-226-0454	Jeremy Backer
Nora Bella	404 S. Preakint	641-799-3090	Nora Bella
Spencer Harrington	102 N Johnson Ave	641-777-7533	Spencer Harrington
Chris Heller	17155 87 th St.	641-777-5073	Christine Heller

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VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Kathy Courtney	2621 Kenwood St	641-682-0322	Kathy Courtney
Michael C Courtney	2621 Kenwood	641-682-0322	Michael C Courtney
Jody Williams	2619 Clearview St	641-684-6105	Jody Williams
Moya Sheehy	45 Kingsley	641-777-9073	Moya Sheehy
Jane Moriarty	11620 Rabbit Run	641-777-8055	Jane Moriarty
Myna Moriarty	11620 Rabbit Run	641-799-0605	Myna Moriarty
Brodke Bastron	2646 Kenwood	641-777-2228	Brodke Bastron
Ross BANKSON	2652	641-777-2228	Ross Bankson
Carolee Kern	2704 Kenwood	641-684-2335	Carolee Kern
Marcus Cottrell	2716 Kenwood St	641-980-6031	M - Cottrell
Aleta Harris	2721 Kenwood	641-683-4148	Aleta Harris
Lynnda S. Moreland	2604 Kenwood	641-682-5843	Lynnda S. Moreland
Tyler Herrick	2627 Kenwood	641-777-6242	Tyler Herrick
Mary O'Brien-Orman	1747 Riverside Lane	641-799-0028	Mary O'Brien-Orman
Gary E. Steeples	2634 Kenwood	641-684-8590	Gary E. Steeples
Judith K. Steeples	2634 Kenwood	641-684-8590	Judith K. Steeples
Alicia Bankson	2652 Kenwood	641-226-8440	Alicia Bankson
Angie Cady	2652 Kenwood	(641) 777-7682	Angie Cady
Heather Jones	2831 Oak Meade	641-799-9204	Heather Jones
Brian Jones	2831 Oak Meade	641-799-4078	Brian Jones
Samantha Cain	2526 Kenwood St	641-856-7305	Samantha Cain
Tim Kurtz	24 Schwartz	641-777-1321	Tim Kurtz

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VOTE NO!

	NAME	ADDRESS	PHONE NUMBER	SIGNATURE
	Joey Courtney	117 W. Alta Vista	515-418-6007	Joey Courtney
	Robin Hart	8759 Bladensburg Rd	641.799.5139	Robin Hart
	Danielle Moore	2616 Meadowdale	641-799-1767	Danielle Moore
	Pat Courtney	210 Shaul	641.683.1131	Pat W. Courtney
5.	Alec Maas	2636 Marilyn Rd	641.226.7774	Alec Maas
	Thomas Jones	535 S. Ferry	641-680-6173	Tom Jones
	Tom Johnson	119 LYNWOOD	641-226-2917	Tom Johnson
	STEVE OVERSTREET	1211 S. WEBSTER	641-683-3087	Steve Overstreet
	Bob McAllister	357 E Rochester	641-682-4272	Bob McAllister
10.	William W. Robinson	1011 Chestee Ave	641-799-5925	W ^W Robinson
15.				
20.				

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NAME	ADDRESS	PHONE NUMBER	SIGNATURE
John Anderson	2603 Kenwood	641-740-7377	John Anderson
McKenja Anderson	2603 Kenwood St	641-777-7823	McKenja Anderson
KEN SLANAKER	2526 Clearview St.		Ken Slanaker
Darla Jackson	2621 Marilyn	641-682-2019	Darla Jackson
Melissa Farness	205 W. Manning	641-226-8887	Melissa Farness
Bryan Blumen	2610 Meadowdale	641-799-0271	Bryan Blumen
Joe Maines	205 Bonita	641-226-2184	Joe Maines
Matthew Kirkpatrick	2535 Kenwood	641-444-2006	Matthew Kirkpatrick
Kimberly Kirkpatrick	2535 Kenwood	641-444-2057	Kimberly Kirkpatrick
Shaterra Long	2616 Kenwood	319-509-3158	Shaterra Long
Zach Spears	2616 Kenwood	641-208-1588	Zach Spears
Michelle Kirkpatrick	1715 Murray Ave		Michelle Kirkpatrick
Carrie Desnoy	2551 Kenwood	641-777-1038	Carrie Desnoy
Wm E Daniel	406 S. Wallard	641-208-5615	Wm E Daniel
Jenna Maines	205 Bonita	641-226-2184	Jenna Maines
Ron Hubanks	1418 Sunrise Circle	641-680-4941	Ron Hubanks
Rebecca Lipton	517 Quendama	641-777-1997	Rebecca Lipton
David Bunnells	2646 Meadowdale	641-682-4424	David Bunnells
Scott Kirby	211 W Rochester	641-799-9100	Scott Kirby
Ryan Kirby	211 W Rochester	641-954-1071	Ryan Kirby
Tyler Heiss	630 N. Fellows Ave	641-814-3110	Tyler Heiss
Carolee Kern	2704 Kenwood	641-684-8235	Carolee Kern

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VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Kertha Cutzfort	2627 Meadowdale	799-1978	Kertha Cutzfort
Clarice Anderson	17482 160th St	226-2281	Clarice Anderson
Jennifer Luko	357 Lynwood Ave	641-919-6398	Jennifer Luko
Dita Caughli	1254 Lake Rd	641-799-1487	Dita Caughli
Linda Larkins	109 Osceola St	641 682 0207	Linda Larkins
Amanda Hill	1944 Chester Ave	641 777-3817	Amanda Hill
Alicia Anderson	717 North St	226-2939	Alicia Anderson
Kylie Moore	115 N. Johnson	641 799 5979	Kylie Moore
Emily Rader	420 N Quincy Ave	641-777-7723	Emily Rader
Justin Rader	420 N Quincy Ave	641-680-7939	Justin Rader
Kelly Blegen	2543 Meadowdale	641-799-4216	Kelly Blegen
Robin Turner	230 Marianna Ave	641-226-0902	Robin Turner
Terry Turner	230 Marianna Ave	641-226-0903	Terry Turner
Desi McDonald	225 E Maple	641-455-1417	Desi McDonald
Emily Leboeuf	10030 Highland Center Rd	641 799 4587	Emily Leboeuf
Heather Carlson	5th Indian Trail	641 680-7345	Heather Carlson

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NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Ricky Kleinman	7 Asbury Circle	641 777 3892	Ricky L. Kleinman
Anthony Hapke	824 Richmond Ave.	641-455-3028	Anthony Hapke
Collin Hilgenberg	824 Richmond Ave	641-954-0790	Collin Hilgenberg
Mike Tarrence	1206 Brentwood Dr	641-799-5840	Mike Tarrence
Nicky Tarrence	1206 Brentwood Dr	641-799-2163	Nicky Tarrence
Rick Foster	1209 W 4th		Rick Foster
Jewel Bailey	338 Osceola	641-226-7490	Jewel Bailey
Jami Abel	↓	↓	Jami Abel
Jordan Bailey	↓	↓	Jordan Bailey
Lisa Stufflebeem	12 Yorkshire Dr	641-682-5336	Lisa Stufflebeem
Charlie Stufflebeem	↓	↓	Charlie Stufflebeem
Thomas E Quinn	619 E 4th St	684-5012	T. E. QUINN
John Malone	702 S. Miner	641-799-6670	John Malone
Greg Guffey	828 Prosser st	641-799-5638	Greg Guffey
Sean Six	325 S. WARD	641-799-9850	Sean Six
Jay Thompson	102 N FETTY	641-682-7172	Jay Thompson
Mary Turner	1417 Chester Ave	641-945-5891	Mary Turner
Sheila Freese	1417 Chester		Sheila Freese
Jim Criswell	42 W. Hand	641 777 3005	James D. Criswell
CRAIG MOORE	2546 Clearview		Craig Moore
Leslie Starr	1846 W. 2nd #3	680-2644	Leslie Starr
Arielle Davis	112 4th St Chillicothe	641-680-9535	Arielle Davis

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NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Carol White	1303 Hamilton	684-6237	Carol White
Janey Huston	1960 Gladstone	799-4512	Janey Huston
Egdy Williams	700 W ACTA ⁶⁸ VIS TA	777-9201	Egdy Williams
Chris Craver	748 N Elm	515-332-2042	Christy L Craver
Lea Ann Mercer	2 Birchwood LK ^{Dr}	641-682-8681	Lea Ann Mercer
Patricia Essick	222 W. Golf	641-682-9563	Patricia Essick
Judy Forbes	207 Osceda	641-682-8289	Judy Forbes
Benjamin Post	1829 Wat Main	641-682-6540	Benjamin Post
JACK WHITE	1303 HAMILTON	641-684-6237	Jack White
Frank Huston			
Frank Huston	1960 Gladstone	641-226-4512	Frank Huston
Gretchen Price	212 N. Johnson	641-682-6624	Gretchen Price
Sherrill Kleinman	216 Shaul	641 682 7179	Sherrill Kleinman
Barbara White	344 Lynwood	641-684-6656	Barbara R White
Mary B Wasko	1205 Hamilton	641-684-7411	Mary B Wasko
Charles Wasko	1205 Hamilton	641-684-7411	Charles Wasko

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NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Khyia Dyer	1222 Hamilton	641-799-5977	Khyia Dyer
Travis Bates	117 Venness Ave	641-226-3358	Travis Bates
Cristian Rangel	117 Mistletoe St	641-319-930-2506	Cristian Rangel
Charlee Goodwin	118 N Weller St	641-226-7340	Charlee Goodwin
Daniel Goodwin	118 N Weller St	641-226-3776	Daniel Goodwin
Jennifer Findley	415 N Quincy	641-226-8314	Jennifer Findley
Tamara Crowe	17984 40th Ave Hedrick	641-680-8567	Tamara Crowe
Chris Coff Ryon Ryon Shaddock	322 Le Hardworth 2950 N Jefferson St	641-684-4350 641-226-7169	Chris Coff
Sherry Sylvester	906 Queen Anne	(641) 777-8830	Sherry Sylvester
Don Phillips	601 Lake	777-0150	Don Phillips
M. Williams	616 W. Parkside	455-8560	M. Williams
A. Williams	616 W. Parkside	799-5697	A. Williams
J. Fuller	21 Cambridge Ct	641-777-9828	J. Fuller
Chris Snipe	1155 S. Webster	641-799-8517	Chris Snipe
AMID Caleb Davis	502 E FINLEY	641-814-2242	AMID
Zenaya Farley	914 Ogden St	641-814-3837	Zenaya Farley
Jamie Crowe	911 Locust	641-226-2723	Jamie Crowe
Heather Schwartz	531 Chester	641-799- 5400 4400	Heather Schwartz
Becca Tosh	17884 Agency Hedrick Rd	641-640-3960	Becca Tosh
Drewen Jones	1135 Orchard St	641-226-7004	Drewen Jones
Alexis Agan	421 N Green St APT#2	641-638-4778	Alexis Agan

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NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Chris Hunter	2523 Kenwood	641 777 2486	Chris Hunter
LEW TRUEH	11432 BLADENBURG RD.		Lew Trueh
BECKY TRUEH	" "		Becky Trueh
VANCE TRUEH	" "		Vance Trueh
DICK BEACON	320 GRANVILLE		Dick Beacon
LUANN BEACON	" "		Luann Beacon
BEN CAMPBELL	18 RAYNOR DR.		Ben Campbell
ANDY JOHNSON	138 N. MOORE		Andy Johnson
JOSH JOHNSON	819 S. MILLER		Josh Johnson
TOTTY JOHNSON	312 ALBANY		Totty Johnson
B. J. JOHNSON	" "		B. J. Johnson
ERIC KRANTZ	1002 GRANT		Eric Krantz
DIXIE PARKER	810 ELLIS		Dixie Parker
TAMI PARKER	Queen Ann.		Tami Parker
BECKY PARKER	3845 Oak Meadow Dr.		Becky Parker
M. JOHNSON	2702 N. COURT		M. Johnson

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NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Stacie Manary	11488 Angle Rd	641-799-9425	Stacie Manary
Jean Flattery	1429 Silverwood	641 799 1633	Jean Flattery
Staci Pester	241 Pennsylvania Ave	641-799-4279	Staci Pester
Marty Anderson	2644 N Court Rd	641-226-1819	Marty Anderson
Dann Andersen	2644 N Court	641-226-4897	Dann Andersen
Doug Anderson	1157 N Elm	641-777-7039	Doug Anderson
Ju-gh	405 E. Golf	641-954-1979	Ju-gh
Katy Rymasz	2650 Meadowdale	641-799-3378	Katy Rymasz
Karen Rucinski	1213 Brentwood	641-777-6743	Karen Rucinski
Rachel Goedken	405 E Golf Dr	641-954-1930	Rachel Goedken
Mark Woods	708 Edwards	660 660-676-2731	Mark Woods
John Jaeger	615 Crestview Ave	608 206 6718	John Jaeger
Nicole Witt	12960 50th St.	641-344-3392	Nicole Witt
Joe Vandenberg	627 Edwards Dr.	641-680-7238	Joe Vandenberg
Michelle			Michelle
Rich Maysen	7 Bell Dr.	402-987-9777	Rich Maysen
Kristin Maysen	" "	402 409 4439	Kristin Maysen
Carnie Sober	11690 Rutledge Rd	641-799-7400	Carnie Sober
Hildi Woods	708 Edwards Dr	660-676-2935	Hildi Woods
Michelle	12960 50th St	641-344-3393	Michelle
Aaron McConnell	305 Bryan Rd	641-799-0970	Aaron McConnell
Kayla McConnell	305 Bryan Rd	641-799-3991	Kayla McConnell

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Wally Smith	7245 Webster	777-4421	Wally Smith
Mary Lee	170 Nuttette	777-3497	Mary Lee
Dennis Davidson	1351 N Court	682-2874	Dennis Davidson
Scott Bringer	2632 N. Court	691-567-3131	Scott Bringer
Samona Bringer	2632 N. Court	641-799-3117	Samona Bringer
Ann Youngman	2641 Clearview	641 680 2739	Ann Youngman
Cathy Hoodman	2640 N Court Rd	641-682-9927	Cathy Hoodman
Tom Thome	165 S Vine	641 954 4496	Tom Thome
Bill Farrington	7220 77th St		William L. Farrington
Peggy Campbell	10331 Bladensburg Rd.	641-777-5832	Peggy Campbell
Theresa	916 N Court	641-682-6230	Theresa J. Friman
Jean Doday	509 Cluster	641-684-4701	Jean Doday
Tommy Caldwell	411 Minnesota	641 680 1035	Tommy Caldwell
Jen Suter	506 Burrard	682-4790	Jen Suter
Sue Suter	506 Burrard	682-4790	Sue Suter
Barb Lord	502 Clarence	683-3401	Barb Lord
Ken Rabe	2652 Clearview	641-777-8437	Ken Rabe
DRENDA REBZL	2652 CLEARVIEW	641-777-0039	Drenda Rebzl
Ruth Raby	2652 N COURT	641 799 1298	Ruth Raby
Tom Smith	1207 N. FELLOWS	641-680-2879	Tom Smith
Shirley Smith	2631 N Court Rd	641 682 1608	Shirley Smith
Lindsey Ebert	6016 Fahrney Blvd	641-799-7236	Lindsey Ebert
Bruce R. Beadle	111 Elmdale	641-680-1166	Bruce R. Beadle
Rhonda L. Beadle	111 Elmdale Ave	641-777-1129	Rhonda L. Beadle
MARSA PARKER	9824 BLADENSBURG RD	641-799-5521	Marsa Parker
Fonice Deunje	3515 Hubbard	641-777-1153	Fonice Deunje
Nancy Gray	6458 Madison Ave	641-682-6045	Nancy Gray
Cathy Martz	13409 Angle Rd	641-6844502	Cathy Martz
Dorothy Keeg	1 SUSSEX PL.	641-682-0526	Dorothy Keeg
Victoria M. Fisher	725 S. Webster	641-799-2462	Victoria M. Fisher
Larwona Daley	204 Bryan Rd	641 777 8398	Larwona Daley
Jeannie Sauer	2336 Timberlane	641-777-0567	Jeannie Sauer

HTS

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Viki L. Wilson	11283 BLADENSBURG RD	641-777-6789	Viki L. Wilson
Larry C Wilson	11283 Bladensburg Rd	641-777-3546	Larry C Wilson
PAT Schertz	2676 N. COURT RD	628-552-8518	PAT Schertz
DEAN Schertz	2676 N. CT RD	628-552-814	DEAN Schertz
Starr Person	1713 N. Court	799-0176	Starr Person
Eric Harter	125 E Maple	682-2886	Eric Harter
Joan Jacobs	222 W Manning	777-7055	Joan Jacobs
Hunter Leonard	9985 73rd St.	641-799-6533	Hunter Leonard
Evan Heinle	9985 73rd St.	641-799-0412	Evan Heinle
Sarah Black	2626 N COURT ST	641-799-5550	Sarah Black
Ardys Wetrich	10 Weaver Dr	641-682-5794	Ardys Wetrich
Anna Wetrich	75 Schwartz Drive	641-799-8115	Anna Wetrich
David Wetrich	10 Weaver Dr	641-682-5794	David W. Wetrich
Erin Conrad	83 Schwartz Dr.	641-680-4437	Erin Conrad
Melody Jones	222 S Miller		Melody Jones
Lori Klostmann	2646 Clearview	641-777-8599	Lori Klostmann
Tucker Black	7626 N Court	641-726-8804	Tucker Black
Thomas Jones	26 LEWIS AVE	641-777-5141	Thomas Jones
Keitha Keith	376 E Rochester	641-799-5058	Keitha Keith
Les Keith	12729 th 4 th	641-777-2025	Les Keith
Les Keith	3606 150 th Ave	641-799-0053	Les Keith
Dudley Winston	2721 CLEARVIEW	641-777-9511	Dudley Winston

PETITION

We, the citizens of the town of Ottumwa, Iowa, petition the City Council to vote "No" on the proposed 20 year Tax Increment Financing (TIF) to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Avenue. The only winner in this 20 year tax abatement will be the developer. The city will need these taxes to update the sewer system for the overload, put sidewalks in, put in four-way stop lights to enter the highway, make Eisenhower bigger to accommodate the increase of student population to mention a few.

VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
DAVID MACKENZIE	1303 Lyndonwood Ave	641-683-7762	David Mackenzie
KATHY DENTHART	464 E ROCHESTER	641-455-4206	Kathy Denthart
KEVIN K. VEATCH	2724 N. COURT RD	641-777-5188	Kevin K. Veatch
Renee M. Veatch	2724 N. COURT RD	641-455-8700	Renee M. Veatch
Heather Jorgensen	700 W. ALTA VISTA	641-954-0515	Heather Jorgensen
Kristy Adkins	1521 N. JEFFERSON	641-799-7934	Kristy Adkins
Jim Clingman	14 Ben Creek Dr.	641-777-3468	Jim Clingman
Rhonda Glasser	11487 Rutledge Rd.	641-799-0322	Rhonda R. Glasser
Ashley Reynolds	1330 N. Elm St.	641-799-3278	Ashley Reynolds
Julienne Kent	103 Deppe Ln	641-684-4746	Julienne Kent
Linda Robbins	606 E. Penn	641-799-7081	Linda Robbins
Channe Mahaskey	1405 N. Jeff	641-777-6707	Channe Mahaskey
Natalie Probst	28635 16th St	641-680-5650	Natalie Probst
Mike Mahaskey	1316 E. MARY ST	641-777-2268	Michael Mahaskey
M. Keff	103 Deppe Ln	641-684-4746	M. Keff
Bob Yerkins	19 Weaver Dr.	641-799-0579	Bob Yerkins
LONNY T. PROBST	2258 16th St	641-6609376	Lonny T. Probst
LESTER DENTHART	464 E Rochester	641-455-4207	Lester Denthart
Clay Winn	1640 N Elm	641-680-0256	Clay Winn
Amber Winn	1640 N Elm	641-777-3187	Amber Winn
Paul Stevens	115 S Milner	641-682-3750	Paul Stevens
Lynn Stevens	115 S. Milner	641-682-3750	Lynn Stevens

Hagans Richard	Washington	IA	52353 US	10/22/2021
Martin Erck	Ottumwa	IA	52501 US	10/22/2021
Jane Cho	Hoboken		7030 US	10/22/2021
Blake Foy	Ottumwa	IA	52501 US	10/22/2021
Arik Jones	Ottumwa	IA	52501 US	10/22/2021
Jazmynn Sanders	Ottumwa	IA	52501 US	10/22/2021
Dustin Peterson	Ottumwa	IA	52501 US	10/22/2021
Caleb Mitchell	Ottumwa	IA	52501 US	10/22/2021
Shelley Schrage	Ottumwa	IA	52501 US	10/22/2021
Jarrett Blunt	Omaha	NE	68144 US	10/23/2021
senia ozimek	Portsmouth		2871 US	10/23/2021
Nicole Klostermann	Ottumwa	IA	52501 US	10/23/2021
Messer Jolynn	Ottumwa	IA	52501 US	10/23/2021
Rheba Somerville	Memphis		38103 US	10/24/2021
Lacey Hopkins	Ottumwa	IA	52501 US	10/25/2021
Travis Hancock	Ottumwa	IA	52501 US	10/25/2021
Kimberly HANCOCK	Ottumwa	IA	52501 US	10/26/2021
Tracy Hesling	Ottumwa	IA	52501 US	10/26/2021
Phillip Taylor	Ottumwa	IA	52501 US	10/26/2021
Ashley Engelson	Ottumwa	IA	52501 US	10/26/2021
BLAKE ENGELSON	Ottumwa	IA	52501 US	10/26/2021
Ryan Bennett	Ottumwa	IA	52501 US	10/26/2021
Shannon Clark	Ottumwa	IA	52501 US	10/26/2021
Brenda Simmons	Omaha	NE	68116 US	10/27/2021
Curtis Woten	Ottumwa	IA	52501 US	10/27/2021
Steve Gouge	Ottumwa	IA	52501 US	10/27/2021
Phillips Marty	Omaha	NE	68154 US	10/27/2021
Dillon McPherson	Ottumwa	IA	52501 US	10/27/2021
Rich Cairns			US	10/27/2021
Rachel Ward	Ottumwa	IA	52501 US	10/27/2021
Diana Parson	Ottumwa	IA	52501 US	10/27/2021
Christy Shawna	Cedar Rapids	IA	52402 US	10/27/2021
Chris Johnson	Ottumwa	IA	52501 US	10/27/2021
Charles Hendershot	Ottumwa	IA	52501 US	10/27/2021
Linda Berry	Ottumwa	IA	52501 US	10/27/2021
Jennifer Cremer	Ottumwa	IA	52501 US	10/27/2021
Lisa Schmidt Jones	Ottumwa	IA	52501 US	10/27/2021
Oropeza Barbara	Ottumwa	IA	52501 US	10/27/2021
Debra Hooper	Ottumwa	IA	52501 US	10/27/2021
Michael Leahy	Ottumwa	IA	52501 US	10/27/2021
Chantelle Winter	Ottumwa	IA	52501 US	10/27/2021
Abbey Reynolds	Ottumwa	IA	52501 US	10/27/2021
Garcia Cruz	Ottumwa	IA	52501 US	10/27/2021
Wendi Parcel	Ottumwa	IA	52501 US	10/27/2021
Simmers Kim	Ottumwa	IA	52501 US	10/27/2021
Guyette Mary	Ottumwa	IA	52501 US	10/27/2021
Willis Michelle	Ottumwa	IA	52501 US	10/27/2021

Peggy Brownlee	Ottumwa IA	52501 US	10/27/2021
denise dennis	ottumwa IA	52501 US	10/27/2021
Kathy Seat	Ottumwa IA	52501 US	10/27/2021
Roster Janna	Ottumwa IA	52501 US	10/27/2021
Tracey Bowen	Ottumwa IA	52501 US	10/27/2021
Hunter McCoy	Ottumwa IA	52501 US	10/27/2021
Keeley Jackson	Ottumwa IA	52501 US	10/27/2021
Colby Hayes	Ottumwa IA	52501 US	10/27/2021
Michelle Hayes	Ottumwa IA	52501 US	10/27/2021
Pitzen Connie	Fairfield IA	52556 US	10/27/2021
Stephanie Perry	Ottumwa IA	52501 US	10/27/2021
Shirley Schippers	Ottumwa IA	52501 US	10/27/2021
Gustafson Lindsay	Ottumwa IA	52501 US	10/27/2021
Riley Miller	Ottumwa IA	52501 US	10/27/2021
Samantha Speas	Ottumwa IA	52501 US	10/27/2021
Raymond Black	Ottumwa IA	52501 US	10/27/2021
Shawn Sterner	Iowa City IA	52245 US	10/27/2021
Shelby DenHartog	Ottumwa IA	52501 US	10/27/2021
Haleigh Conover	Grand Junction IA	50107 US	10/27/2021
Justin Den Hartog	Ottumwa IA	52501 US	10/27/2021
Miller Adam	Ottumwa IA	52501 US	10/27/2021
Darren Adamson	Ottumwa IA	52501 US	10/27/2021
Karen Stagers	Ottumwa IA	52501 US	10/27/2021
LuAnn Thomson-Worde	North Liberty IA	52317 US	10/27/2021
Brandie McWilliams	Ottumwa IA	52501 US	10/27/2021
Dick O'Connor	Lemont IL	60439 US	10/27/2021
Herrick Ryan	Kansas City MO	64131 US	10/27/2021
Alan Stubbs	Ottumwa IA	52501 US	10/27/2021
Diana Baker	Ottumwa IA	52501 US	10/27/2021
Ryan Brisendine	Ottumwa IA	52501 US	10/27/2021
Roberts Cassadie	Cedar Rapids IA	52402 US	10/27/2021
Jenny Graham	North Liberty IA	52317 US	10/28/2021
Klostermann Jessica	Ottumwa IA	52501 US	10/28/2021
Todd Giles	Ottumwa IA	52501 US	10/28/2021
Kristi Baskett	Ottumwa IA	52501 US	10/28/2021
Heady Mike	Ottumwa IA	52501 US	10/28/2021

Online Petition (Change.org) Comments

Name	City	State	Postal Code	Cou	Commented	Comment
Julie Davis	Eddyville	IA	52553	US	10/14/2021	"It's going to make taxes higher for area residents and bring more illegal immigrants to
david berry				US	10/14/2021	"I believe this is the wrong place for this housing unit. I am not against it just not in this
Donna Reed	Ottumwa	IA	52501	US	10/15/2021	"I'm not paying for the housing unit!!!!!"
Kevin Berry	Ottumwa	IA	52501	US	10/15/2021	"I don't need to pay more taxes for a company to house the people thy want to work fo
Dorothy Buchana	Ottumwa	IA	OTTUMWA	US	10/15/2021	"Ottumwa needs to find a different place for this! Make JBS find away to do this didn't t
Jenna Maines	Ottumwa	IA	52501	US	10/21/2021	"Not wanting this crap in my backyard!!!!"
Curtis Woten	Ottumwa	IA	52501	US	10/27/2021	"Abatement of taxes means again emergency services don't get needed tax money!"
denise dennis	ottumwa	IA	52501	US	10/27/2021	"Denise Payne Dennis"
Raymond Black	Ottumwa	IA	52501	US	10/27/2021	"Because I don't think it benefits the city of Ottumwa at all"
Diana Baker	Ottumwa	IA	52501	US	10/27/2021	"Diana Baker"

the area. It needs to be built closer to JBS where they will be working!"
place. This area can not support the traffic flow or does it have the needed city utilities with out a upgrade. This will only benefit 1 employer not the city's
or them let jbs a billion dollar company pay for there own not the people of ottumwa"
hey just back out of helping the city of OTTUMWA and we have now a BIG PAYBACK of federal Money? WHY SCRATCH their back if they didn't consider h

is a whole. If they insist on building it there then let the taxes help to support it."

olding up to Excel or Jbs's end of the deal when THE CITY OF OTTUMWA got them grants? SO LETS LET THEM do us wrong again? VOTE NO."