PROPOSAL

Jay Kathol Investments proposes to construct 10 townhome structures consisting of 40 individual units in response to RFP 2025 - 39 (E Manawa Redevelopment Area (Mallard Street)).

Jay Kathol Investments has broad experience in residential construction, remodeling and development in the Council Bluffs area over a period of 20+ years. In addition, Jay Kathol Investments brings extensive experience in residential and commercial real estate to the project.

Jay Kathol Investments intends to partner with Atlas Builders LLC, who will act as the General Contractor on this project. The principals of Atlas Builders LLC have 30+ years of combined construction experience, primarily in residential construction in the Council Bluffs area.

Contact Information

Jay Kathol Investments: ph. 402-618-2454

Email: jay.kathol@yahoo.com

Atlas Builders LLC: ph. 712-310-9222

Email: atlasbuildersiowa@gmail.com

Developer Experience

Jay Kathol Investments

- Investor in 15+ infill homes for the City of Council Bluffs, primarily in the Manawa and West End neighborhoods of Council Bluffs. Worked with Lloyd Banks of FlatIron Construction.
- Project managed and successfully sold all 17 townhomes in Greenview Village in Council Bluffs.
- Primary developer of 20+ new homes in The Hills of Cedar Creek and Fox Run
- Supervision and funding more than 50 successfully completed remodels in the Council Bluffs and Omaha area.
- 20+ years of real estate sales experience, consistently in the top 5-10% of sales in southwest Iowa and the top producing agent at the top brokerage in Southwest Iowa.
- Lead agent for a team of 6 real estate agents.
- Served on the board of several organizations in Council Bluffs, to include: Habitat for Humanity, Impact CB (past president), and Teammates CB.

Atlas Builders LLC

- Local Class A Licensed contractor with 30+ years of construction experience.
- Both Principals of Atlas Builders LLC spent considerable time working with Lloyd Banks of Flat Iron Construction from 2009-2022.

- Constructed over 25 Infill homes within the city of Council Bluffs, 2017-current.
- Acted as General Contractor and/or Project Manager on multiple multi-family townhome projects, including 2-unit townhomes and 4-unit townhomes.
- Conceived and executed construction of 13 residences in the award-winning Hillside Estates subdivision in Council Bluffs.
- Construction of 15+ semi-custom and custom homes throughout southwest Iowa and Nebraska.
- Principal contractor on many remodels and additions throughout the CB metropolitan area.
- Long-term relationship and experience with the City of Council Bluffs, including Planning and Development Dept. and Building Division.

Atlas Builders is the only general contractor that has been working on this project for 6+ months. Atlas has been a part of designing and developing the plans from the start. This project is the #1 priority and Atlas has cleared their schedule to ensure the timeframes and deadlines can be met.

2025 - 39
Jay Kathol Investments Inc
Supplier Response

Event Information

Number: 2025 - 39
Title: E Manawa Redevelopment Area (Mallard Street)
Type: Request for Proposal
Issue Date: 5/20/2025
Deadline: 6/25/2025 04:00 PM (CT)
Notes: The City of Council Bluffs is applying for the State of Iowa funded Community Development Disaster Recovery (CDBG-DR) fund to construct between 30 and 40 new single-family attached housing units. The chosen property is located within the City's East Manawa redevelopment area generally located north of Huron Circle connecting East Manawa Drive and Mohawk Street. This will be a new street extension known as Mallard Street.

The City is currently in the process of designing the infrastructure extension as well as creation of the preliminary subdivision and platting for the site. A map depicting the project location is included as Attachment 'A'.

The CDBG-DR Single Family Housing Production and Down Payment Assistance Program, Round 3 provides communities the opportunity to apply for funds to increase housing opportunities after the 2019

flood disaster declaration. The City was awarded $6.8 million to provide long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low-to-moderate income households.

The City wishes to work with one or more developers/builders that can assist in the construction of the new attached single-family homes that will be marked through the CDBG-DR program. All units must be completed and sold to qualified households by December 15, 2026. Interested developers and builders must be committed to a timeline that meets this deadline. Attachment ‘B’ includes the guidelines for the CDBG-DR Program.

- Please download and read all attachments thoroughly
- Developers must submit proposals that demonstrate the developer’s capacity to satisfy the requirements of this RFP. Proposals do not need to be elaborate or costly, but should be prepared in a professional manner. Developer must commit to using the provided house plans.
- All interested parties are encouraged, but not required, to attend the in-person Q&A on June 5 at 9:30 am (CST) in the Council Bluffs Public Library, Room B.
- Submit the following information to be eligible for consideration:

1. Cover Page – Summary of qualifications. Include relevant contact information.
2. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
3. Project Timeline – A timeline for the project design, bidding, construction and occupancy.

- SAM.gov Registration - Must be registered in SAM.gov. A portion of this project is being funded with federal money. The Contractor or any Subcontractors cannot be a debarred vendor on SAM.gov.

Inquiries, Questions and Deadlines

All inquiries/questions regarding this RFP must be directed via the electronic submission system at https://cbiabids.ionwave.net/. Any changes or additions to the RFP information will be sent via IonWave. Any other contact in reference to this RFP prior to the time of an award decision will not be addressed.

RFP Issued: May 20, 2025
In-Person Q&A: June 5, 2025 at 9:30 am (CST), Council Bluffs Public Library Room B

IonWave Q&A Ends: June 10, 2025 at 3:00 pm (CST)
Answers Posted: No later than June 13, 2025 at 3:00 pm (CST)
RFP Due: June 25, 2025 by 4:00 p.m. (CST)

All proposal responses must be submitted through the City's bidding platform IonWave. https://cbiabids.ionwave.net/Login.aspx

Each respondent is responsible for taking the necessary steps to ensure their submission is received and complete by 4:00 p.m. on June 25, 2025.

Incomplete submissions are automatically rejected. The City is not responsible for technical difficulties and will not allow late submissions due to the same. Any bid submitted after the deadline will be automatically rejected.

Contact Information

Address: Community Development
209 Pearl St
Council Bluffs, IA 51503

Jay Kathol Investments Inc Information

Address: 900 Woodbury ave #6
council bluffs, IA 51503
Phone: (402) 618-2454

By submitting your response, you certify that you are authorized to represent and bind your company.

Jay Kathol
Signature

jay.kathol@yahoo.com
Email

Submitted at 6/25/2025 12:07:52 PM (CT)

Requested Attachments

Cover Page

Mallard RFP Cover Page (1).docx

Summary of Qualifications. Include relevant contact information.

Developer Experience

Mallard RFP Developer Experience (1).docx

Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.

Project Timeline

Mallard RFP Proposed Schedule (1 Unit).pdf

Provide a timeline for the project design, bidding, construction, and occupancy. All units must be completed and sold to qualified households by December 15, 2026.

Bid Attributes

1	**Proposal Acknowledgement** I hereby certify that I have reviewed the RFP in its entirety including all attachments and accept the terms and conditions. ☑ I have read, understand, and agree.

2 Bidder’s Policy Statement, Required Contract Language, Wage Determination

Each contractor shall cause each of his/her subcontractors to file compliance reports with the contracting agency or the Secretary of Labor as may be directed. Compliance reports shall be filed within such time and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form as the Secretary of Labor or contracting agency may prescribe.

Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contracts subject to the provisions of this nondiscrimination in employment form or Executive Order 11246, or any proceeding similar to either of the two aforementioned items, an in that event to submit, on behalf of themselves and their proposed subcontractors, compliance reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor or contracting agency may prescribe; provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training in such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor or contracting agency as part of its compliance report and shall set forth what efforts he/she has made to obtain such information.

The Secretary of Labor or contracting agency may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his/her compliance report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of age, race, creed, color, sex, national origin, religion, or disability, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this nondiscrimination in employment clause, or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of this nondiscrimination in employment clause. In the event that the union or the agency shall refuse to execute such a statement, the compliance report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor or the contracting agency may require.

☑ I have read, understand, and agree.

3 Required Contract Language

All project contracts shall contain at a minimum the following provisions, as appropriate. ALL CONTRACTS

1. Access and Maintenance of Records
The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.
At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the City of Council Bluffs, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights
The Contractor must comply with the following laws and regulations:
· Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
· Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
· Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
· Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

· The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
· Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
· Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
· Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
· Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
· Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause
All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
· Under what conditions the clause may be imposed.
· The form the termination notice must take (e.g., certified letter).
· The time frame required between the notice of termination and its effective date.
· The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.
All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:
"The Recipient certifies, to the best of his or her knowledge and belief, that:
i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)
24 CFR Part 35 et. al.
Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency
Pub. L. 94-163, 89 Stat. 871
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting
The Contractor must provide information as necessary and as requested by the City of Council Bluffs for the purpose of fulfilling all reporting requirements related to the CDBG program.
ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:
"During the performance of this contract, the contractor agrees as follows:
1)The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3)The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4)The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5)The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6)In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7)The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
ALL CONTRACTS IN EXCESS OF $100,000
In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:
Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.
EPA Regulations - 40 CFR, Part 15.
Clean Air and Water Acts - required clauses:
This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.
During the performance of this contract, the CONTRACTOR agrees as follows:
1)The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
2)The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3)The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

4)The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

In addition to the preceding provisions, all construction contracts in excess of $2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

8. Housing and Urban Development Act of 1968 Sample Section 3 Clause

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

☑ I have read, understand, and agree.

4	**SAM.Gov Registration** I hereby certify that I am registered on SAM.gov and am not on the debarred list. ☑ I have read, understand, and agree.
5	**Davis Bacon** I understand that this project is subject to Davis Bacon prevailing wage requirements. ☑ I have read, understand, and agree.

Courtney Harter

From: Jay Kathol <jay.kathol@yahoo.com>
Sent: Friday, July 11, 2025 3:43 PM
To: Courtney Harter
Cc: Tiffany Schmitt; damienshull@gmail.com; ATLAS BUILDERS
Subject: Re: E Manawa Redevelopment Area – RFP Update
Attachments: Letter of Interest - Availa Bank.pdf; Liquid Lending approval .pdf

THIS MESSAGE IS FROM AN EXTERNAL SENDER.
Look closely at the SENDER address. Do not open ATTACHMENTS unless expected. Check for INDICATORS of phishing.
Hover over LINKS before clicking.
Learn to spot a phishing message

Hi Courtney,

We have financing lined up and are deciding between two local lenders. I have an attached a letter from Liquid Lending Solutions. I have worked with them twice in the past, and they have handled several projects similar to the scale of this project. I have also attached a letter from Availa Bank as they may have more favorable terms.

I will be the primary contact for our team. This is my primary email and my cell phone number is 402-618-2454. I have added Damien Shull as a partner and co-developer on this project. Damien is a State Farm Insurance Agent, local business owner and real estate investor. We are fully prepared to take on the entire project and adding Damien to the development team will help with the management and oversight. We are also more than happy to take on a portion of this development if the city feels it is best to divide the project between multiple developers.

Darrah & Company in Council Bluffs is prepared to handle the Davis-Bacon paperwork. They have over 10 years of Davis-Bacon experience. Makenna Kenyon is the primary Davis-Bacon contact at Darrah. Her phone number is (402) 332-8264.

Please let us know if there is anything else that we can provide at this time. I met with Atlas yesterday. They have cleared their schedule for this project and are optimistic that they will still be involved in the development.

Thank you,

Jay Kathol, Damien Shull, Mike Burns and Phillip Knudsen

Jay Kathol
Berkshire Hathaway HomeServices Ambassador Real Estate

402-618-2454

On Tuesday, July 8, 2025, 6:56 AM, Courtney Harter <charter@councilbluffs-ia.gov> wrote:

Good Morning,

Below are the questions relating to your RFP. Please respond no later than July 11th so we may consider all answers.

1. Who is the day-to-day contact from the team?
2. Who will be the manager of the Davis-Bacon from the team? And their experience?
3. The construction offset is $125,000 per unit that can be collected incrementally. Do you have financing in place for the construction period of the homes until the sale?
4. Are you still willing to participate if you do not receive all 40 units?

Courtney Harter

Director of Community Development

City of Council Bluffs

209 Pearl Street, Council Bluffs, IA 51503

Office: 712.890.5350

Visit Council Bluffs Online

From: Courtney Harter
Sent: Monday, July 7, 2025 3:48 PM
Cc: Tiffany Schmitt <tschmitt@councilbluffs-ia.gov>
Subject: E Manawa Redevelopment Area – RFP Update

Good Afternoon,

Thank you for your submittal to the City's E Manawa Redevelopment Area (Mallard Street) Request for Proposals. The City received seven (7) responses, and we have reviewed all proposals. As we have follow-up questions for each respondent, we will be reaching out individually to request clarifications.

Given this, I will ask the City Council to continue the item for approval to select the builder(s) until **July 28, 2025**. You can expect to receive an email with specific questions on Tuesday.

Thank you again for your interest in the project.

Courtney Harter

Director of Community Development

City of Council Bluffs

209 Pearl Street, Council Bluffs, IA 51503

Office: 712.890.5350

Visit Council Bluffs Online

Availa Bank

117 Pearl St Council Bluffs, IA 51503
1751 Madison Ave Council Bluffs, IA 51503
availa.bank

July 11, 2025

City of Council Bluffs
Attn: Courtney Harter
Director of Community Development
209 Pearl Street
Council Bluffs, IA 51503

RE: Letter of Interest – Financing Participation in East Manawa Subdivision

To Whom It May Concern:

On behalf of Availa Bank, we are pleased to submit this Letter of Interest regarding potential financing support for Jay Kathol and Damien Shull related to the construction and development activities for the East Manawa Subdivision – Phase I.

We understand that the City of Council Bluffs is undertaking a significant redevelopment effort to bring high-quality, attainable housing to the East Manawa area, supported by public investment in infrastructure and homebuyer assistance. We are actively evaluating financing and working through due diligence at this time.

Subject to review of final construction budgets, development agreement and borrower qualifications, Availa Bank is prepared to offer tailored financing options which may include:

- Construction financing for vertical residential development
- Bridge funding tied to confirmed public reimbursements or incentives
- End-loan solutions for qualified end-buyers

We appreciate the collaborative efforts being made by the City, State and local stakeholders to support this project.

Should you require further information or wish to discuss in more detail, please contact me directly at 712-435-5110 or dzimmerman@availa.bank.

Sincerely,

Dave Zimmerman
Council Bluffs Market President
Availa Bank

LIQUIDLENDING
SOLUTIONS

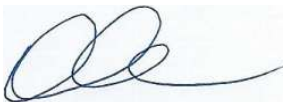
7/11/2025

To Whom It May Concern:

Please let this letter serve as verification that Jay Kathol Investments Inc and his entities have the funds available for all development costs of City of Council Bluffs E Manawa Redevelopment Area (Mallard Street) in the amount of $5,000,000,00.

If you have any questions, please feel free to contact me at your convenience.

Best regards,



Owen Dashner

Managing Member

Liquid Lending Solutions

402-578-4003